Lockheed Martin Space Systems 1111 Lockheed Martin Way Sunnyvale, CA 94089



January 7, 2010

Craig Whitenack, Civil Investigator United States Environmental Protection Agency Region IX, Southern California Field Office 600 Wilshire Avenue, Suite 1420 Los Angeles, California 90017

Re: Lockheed Martin Corporation Section 104(e) Comprehensive

Environmental Response, Compensation & Liability Act

("CERLCA") Response to Information Request for the Yosemite

**Creek Superfund Site** 

Mr. Whitenack,

This letter responds to the Environmental Protection Agency's ("EPA") Request for Information, dated October 15, 2009, issued pursuant to CERCLA section 104(e) in connection with the Yosemite Creek Superfund Site (the "Request" or "RFT"). The Request has been issued to the Lockheed Missiles & Space Company pursuant to EPA's February 21, 2008 General Notice of Potential Liability ("General Notice") as a potentially responsible party for the clean-up of the Yosemite Creek site (the "Site") through alleged release of certain substances from the up-gradient Bay Area Drum facility once located at 1212 Thomas Avenue, San Francisco, CA (the "BAD Site"). Lockheed Martin Missiles & Space Company was a potentially responsible party in the former Bay Area Drum clean-up action by the California Department of Toxic Substance Control ("DTSC") in the early 1990s.

In responding to the RFI, Lockheed Martin Corporation has undertaken a diligent and good faith search for, and review of, documents and information in its possession, custody or control and that are relevant to this matter. Lockheed Martin Corporation, the successor in interest to Lockheed Missiles & Space Company, Inc. ("LMSC"), provides the following response to the Request, subject to the following objections.

#### Summary of Available Information and Lockheed Martin Response

As the EPA knows, DTSC conducted an extensive investigation of the BAD Site and Lockheed Martin's connection with the BAD Site. Lockheed Martin understands that EPA is already in possession of DTSC's files regarding the BAD Site, and to the extent

that EPA is not in possession of these files, they are readily available to EPA from DTSC. The DTSC files contain Lockheed Martin's Response to DTSC's information request, among other documents. Lockheed Martin has not identified any additional documents related to the BAD Site or the Site that have not been previously collected by DTSC as part of its investigation.

In providing its response to the Request, Lockheed Martin has relied extensively on records obtained in or about 1992 from the DTSC in connection with the BAD Site and the Bay Area Drum clean-up. These documents are anywhere from 25 to 29 years old and are the only documentation of any Lockheed Martin activity connected to the BAD Site. The full extent of these documents is attached as Exhibit A.

Lockheed Martin has also relied extensively on its search for relevant information in 1992 in response to questions by DTSC related to the BAD Site. Thus much of the information available to Lockheed Martin in providing the following responses was developed over 17 years ago. The search in 1992 by LMSC for environmental records and sales transactions related to Bay Area Drum (and related entities) identified no records related to any activity with the BAD Site. No additional records have been identified in response to the EPA's Request.

The finding of no records is consistent with the conclusions drawn in the DTSC matter (from the Exhibit A documents obtained from DTSC) that for a limited period of time from 1980 to 1984, LMSC had a few sales transactions of empty 55 gallon drums to Bay Area Drum. Records of such sales would be, as seen in Exhibit A, in the form of scrap sales documents, routinely retained by LMSC for six or seven years after their use in the early 1980s. In addition to the Exhibit A empty drum sales documents, attached as Exhibit B is LMSC's July 17, 1992 response to DTSC's questions about Lockheed Martin's relationship with the BAD Site.

In providing this Response to EPA, Lockheed Marin has also interviewed current employees who worked in the Environmental, Safety & Health department in 1992 and current employees who worked in the reclamation yard in the early 1980s from which empty drums would have been sold to Bay Area Drum. These employees could not provide any information which supplements the information developed over 17 years ago in the DTSC clean-up matter.

Lockheed Martin will supplement its Responses if, during the pendency of the EPA's General Notice, additional, relevant information responsive to the Request is obtained by Lockheed Martin.

#### **Objections**

The EPA's General Notice clearly pertains to a site at Yosemite Creek in San Francisco, California (again, the Site) and the nearby BAD Site. Lockheed Martin objects to the

Request because it is overbroad and seeks in large part information irrelevant to the Site or alleged contamination at the Site. For example, while we understand the basis of the purported connection between the former Bay Area Drum State Superfund Site at 1212 Thomas Avenue in San Francisco, California (the "BAD Site"), certain RFI questions seek information regarding facilities other than the BAD Site, including all facilities in California and all facilities outside California that shipped drums or other containers to any location in the entire state of California. These other facilities throughout California and the United States have no nexus to either the Site or BAD Site. Because such questions are not relevant to the Site, they are beyond the scope of EPA's authority as set forth in Section 104(e)(2)(A) of CERCLA.

Lockheed Martin herein provides complete responses, based on the information available to it, for such individual requests to the extent each request is relevant to the Site or BAD Site. As described in the preceding section, Summary of Available Information and Responses, Lockheed Martin believes its nexus to the BAD Site arises solely through the sale of certain empty drum containers from its LMSC operation in Sunnyvale, California to Bay Area Drum in the 1980 to 1984 time period.

Requests that ask for information about contaminants of concern ("COC"), substances of interest ("SOI") and "Materials" at the Sunnyvale location have no relevance to the Request because Sunnyvale is not the Site or BAD Site relevant to the General Notice. Moreover, there exists no information to suggest Lockheed Martin ever sent COCs, SOIs or Materials to either the Site or the BAD Site or in proximity of either location. The documents from DTSC consistently state that the drums sold to Bay Area Drum were empty drums from the LMSC operations. Therefore, individual requests pertaining to COCs, SOIs and Lockheed Martin's "Facility" or "Facilities" and the definition of these terms stated in the definition portion of the Request are irrelevant to the General Notice, Site and BAD Site. Requests for information about Facilities with no nexus to the BAD Site are also overbroad in scope, unauthorized by law to the extent it is overbroad, and unduly burdensome.

Lockheed Martin Corporation asserts the following general privileges, protections and objections with respect to the RFI and each information request therein.

- 1. Lockheed Martin asserts all privileges and protections it has in regard to the documents and other information sought by EPA, including the attorney-client privilege, the attorney work product doctrine, all privileges and protections related to materials generated in anticipation of litigation, the settlement communication protection, the confidential business information and trade secret protections, and any other privilege or protection available to it under law.
- 2. Lockheed Martin Corporation objects to Instruction 4 to the extent it seeks to require Lockheed Martin, if information responsive to the RFI is not in its possession, custody, or control, to identify any and all persons from whom such information "may be obtained." Lockheed Martin is aware of no obligation that it has under Section 104(e) of

CERCLA to identify all other persons who may have information responsive to EPA information requests and is not otherwise in a position to identify all such persons who may have such information.

- 3. Lockheed Martin Corporation objects to Instruction 6 in that it purports to require Lockheed Martin to seek and collect information and documents in the possession, custody or control of individuals not within the custody or control of Lockheed Martin. EPA lacks the authority to require Lockheed Martin to seek information not in its possession, custody or control.
- 4. Lockheed Martin Corporation objects to the RFI's definition of "document" or "documents" in Definition 3 to the extent it extends to documents not in [Respondent]'s possession, custody, or control. Lockheed Martin disclaims any responsibility to search for, locate, and provide EPA copies of any documents "known [by [Respondent]] to exist" but not in Lockheed Martin's possession, custody, or control.
- 5. Lockheed Martin Corporation objects to the RFI's definition of "Facility" or "Facilities" in Definition 4 because the terms are overbroad to the extent that they extend to facilities with no connection to either the Site or the BAD Site. Moreover, the term "Facilities" as defined in the RFI is confusing and unintelligible as the term is defined as having separate meanings in Definition 4 and Request No. 3.
- 6. Lockheed Martin Corporation objects to the definition of "identify" in Definition 7 to the extent that the definition encompasses home addresses of natural persons. Subject to this objection, current Lockheed Martin employees and any other natural persons are identified by name and corporate address. Lockheed Martin requests that any contacts with Lockheed Martin employees identified in these responses or the related documents be initiated through in-house counsel for Lockheed Martin: Greg Correnti, 1111 Lockheed Martin Way, M/S 12-IS, B-157, Sunnyvale, California 94089; (408) 756-7727.
- 7. Lockheed Martin Corporation objects to the definition of "you," "Respondent," "the company," "your," and "your company" in Definition 14 because the terms are overbroad and it is not possible for Lockheed Martin to answer questions on behalf of all the persons and entities identified therein. Notwithstanding this objection, and without waiving it, Lockheed Martin Corporation has undertaken a diligent and good faith effort to locate and furnish documents and information in its possession, custody, and control that are responsive to the RFI.
- 8. Lockheed Martin objects to EPA's requests that Lockheed Martin provide EPA separately information that is contained in documents being furnished by Lockheed Martin in response to the RFI. Where documents have been provided in connection with a response, information sought by EPA in the corresponding request for information that is set forth in those documents is not furnished separately. To do otherwise would be unduly burdensome.

Each response herein is provided subject to these objections.

#### Responses

#### Request 1:

Describe generally the nature of the business conducted by Respondent and identify the products manufactured, formulated, or prepared by Respondent throughout the history of its operations.

#### Response 1:

Subject to the foregoing objections, Lockheed Missiles & Space Company (LMSC) is the only Lockheed Martin Corporation entity known to have had a nexus with the Bay Area Drum entity. LMSC and its predecessors in interest have been at its 1111 Lockheed Martin Way, Sunnyvale, California location since 1956. The current Lockheed Martin operating entity at that location is the Lockheed Martin Corporation acting through its Lockheed Martin Space Systems Company business area. Operations from 1956 to present have consisted of the design and manufacture of aerospace and defense products. These products have included the Poseidon and Trident missiles and military and commercial space satellites.

#### Request 2:

Provide the name (or other identifier) and address of any facilities where Respondent carried out operation between 1940 and 1988 (the "Relevant Time Period") and that:

- a. ever shipped drums or other containers to the BAD Site for recycling, cleaning, reuse, disposal or sale.
- Are/were located in California (excluding locations where ONLY clerical/office work was performed);
- c. outside of California and shipped any drums or other containers to California for recycling, cleaning, reuse, disposal, or sale (for drums and containers that were shipped to California for sale, include in your response only transactions where the drums and containers themselves were an object of the sale, not transactions where the sole object of the sale was useful product contained in a drum or other container).

#### Response 2:

Subject to the foregoing objections, based on the documents obtained by Lockheed Martin from DTSC in or about 1992, LMSC is the only Lockheed Martin Corporation entity known to have had a nexus with the BAD Site or Site. LMSC conducted the sale of empty 55-gallon drums to Bay Area Drum from LMSC's Sunnyvale location.

#### Request 3:

Provide a brief description of the nature of Respondent's operations at each Facility identified in your response to Question 2 (the "Facilities") including:

a. the date such operations commenced and concluded; and

b. the types of work performed at each location over time, including but not limited to the industrial, chemical, or institutional processes undertaken at each location.

#### Response 3:

Subject to the foregoing objections, based on the documents obtained by Lockheed Martin from DTSC in or about 1992, the sale of empty drums by LMSC to Bay Area Drum appear to have occurred from May 1980 to October 1984.

#### Request 4:

For each Facility, describe the types of records regarding the storage, production, purchasing, and use of Substances of Interest ("SOI") during the Relevant Time Period that still exist and the periods of time covered by each type of record.

#### Response 4:

Subject to the foregoing objections, Lockheed Martin further objects to this response on the grounds that it is irrelevant, overbroad and unduly burdensome. The documents obtained by Lockheed Martin from DTSC in or about 1992 indicate that the drums sold to Bay Area Drum were empty and therefore did not contain SOIs. There is no information to indicate that any SOIs were ever sent by LMSC to the BAD Site.

Lockheed Martin determined to the best it could in 1992 that the empty drums once contained virgin lubrication oil. It is believed this lubrication oil was used for metal work milling machines (computer numerical controlled machines, i.e., CNC machines).

#### Request 5:

Did Respondents ever (not just during the Relevant Time Period) produce, purchase, use, or store one of the COCs (including any substances or wastes containing COCs) at any of the Facilities? State the factual basis for your response.

#### Response 5:

Subject to the foregoing objections, Lockheed Martin further objects to this response on the grounds that it is irrelevant, overbroad and unduly burdensome. The documents obtained by Lockheed Martin from DTSC in or about 1992 indicate that the drums sold to Bay Area Drum were empty and therefore did not contain COCs. There is no information to indicate that any COCs were ever sent by LMSC to the BAD Site.

#### Request 6;

If the answer to Question 5 is yes, identify each COC product, purchased, used, or stored at each Facility.

#### Response 6:

Not applicable. See Response 5, COCs were not sent to the BAD Site.

#### Request 7:

If the answer to Question 5 is yes, identify the time period during which each COC was produced, purchased, used, or stored at each Facility.

#### Response 7:

Not applicable. See Response 5, COCs were not sent to the BAD Site.

#### Request 8:

If the answer to Question 5 is yes, identify the average annual quantity of each COC produced, purchased, used, or stored at each Facility.

#### Response 8:

Not applicable. See Response 5, COCs were not sent to the BAD Site.

#### Request 9:

If the answer to Question 5 is yes, identify the volume of each COC disposed by the Facility annually and describe the method and location of disposal.

#### Response 9:

Not applicable. See Response 5, COCs were not sent to the BAD Site.

#### Request 10:

Did Respondent ever (not just during the Relevant Time Period) produce, purchase, use, or store hydraulic oil or transformer oil at any of the Facilities? State the factual basis for your response to this question.

#### Response 10:

Subject to the foregoing objections, Lockheed Martin further objects to this response on the grounds that it is irrelevant, overbroad and unduly burdensome. The documents obtained by Lockheed Martin from DTSC in or about 1992 indicate that the drums sold to Bay Area Drum were empty and therefore did not contain hydraulic oil or transformer oil. There is no information to indicate that any hydraulic oil or transformer oil was ever sent by LMSC to the BAD Site.

#### Request 11:

If the answer to Question 10 is yes, identify each specific type of hydraulic oil and transformer oil produced, purchased, used, or stored at each Facility.

#### Response 11:

Not applicable. See Response 10, neither hydraulic oil nor transformer oil was not sent to the BAD Site.

#### Request 12:

If the answer to Question 10 is yes, identify the time period during which each type of hydraulic oil and transformer oil was produced, purchased, used, or stored at each Facility.

#### Response 12:

Not applicable. See Response 10, neither hydraulic oil nor transformer oil was not sent to the BAD Site.

#### Request 13:

If the answer to Question 10 is yes, identify the average annual quantity of each type of hydraulic oil and transformer oil produced, purchased, used, or stored at each Facility.

#### Response 13:

Not applicable. See Response 10, neither hydraulic oil nor transformer oil was not sent to the BAD Site.

#### Request 14:

If the answer to Question 10 is yes, identify the volume of each type of hydraulic oil and transformer oil disposed by the Facility annually and describe the method and location of disposal.

#### Response 14:

Not applicable. See Response 10, neither hydraulic oil nor transformer oil was not sent to the BAD Site.

#### Request 15:

Provide the following information for each SOI (SOIs include any substance or waste containing the SOI) identified in your response to Question 5 and 10:

- Describe briefly the purpose for which each SOI was used and the time period for each use;
- b. Identify the supplier(s) of the SOIs and the time period during which they supplier the SOIs, and provide copies of all contracts, service orders, shipping manifests, invoices, receipts, canceled checks and other documents pertaining to the procurement of the SOI;
- State whether the SOIs were delivered to the Facility in bulk or in closed containers, and describe any changes in the method of delivery over time;
- d. Describe how, where, when, and by whom the containers used to store the SOIs (or in which the SOIs were purchased) were cleaned, removed from the Facility, and/or disposed of, and describe any changes in cleaning, removal, or disposal practices over time.

#### Response 15:

Subject to the foregoing objections, Lockheed Martin further objects to this response on the grounds that it is irrelevant, overbroad and unduly burdensome. The documents obtained by Lockheed Martin from DTSC in or about 1992 indicate that the drums sold to Bay Area Drum were empty and therefore did not contain SOIs. There is no information to indicate that any SOIs were ever sent by LMSC to the BAD Site.

#### Request 16:

For each SOI delivered to the Facilities in closed containers, describe the containers, including but not limited to:

- a. the type of container (e.g. 55 gal. drum, tote, etc.);
- b. whether the containers were new or used; and
- c. if the containers were used, a description of the prior use of the container.

#### Response 16:

Not applicable. See Response 15, SOIs were not sent to the BAD Site.

#### Request 17:

For each container that Respondent used to store a SOI or in which SOIs were purchased ("Substance-Holding Containers" or "SHCs") that was later removed from the Facility, provide a complete description of where the SHCs were sent and the circumstances under which SHCs were removed from the Facility. Distinguish between the Relevant Time Period and the time period since 1988, and describe any changes in Respondent's practice over time.

#### Response 17:

Subject to the foregoing objections, Lockheed Martin further objects to this response on the grounds that it is irrelevant, overbroad and unduly burdensome. The documents obtained by Lockheed Martin from DTSC in or about 1992 indicate that the drums sold to Bay Area Drum were empty and therefore did not contain any SOIs. The DTSC documents indicate that LMSC sold empty drums to Bay Area Drum from May 1980 to October 1984.

#### Request 18:

For each SHC that was removed from the Facility, describe Respondent's contracts, agreements, or other arrangements under which SHCs were removed from the Facility, and identify all parties to each contract, agreement, or other arrangement described. Distinguish between the Relevant Time Period and the period since 1988.

#### Response 18:

Not applicable. See Response 15, SOIs were not sent to the BAD Site.

#### Request 19:

For each SHC, provide a complete explanation regarding the ownership of the SHC prior to delivery, while onsite, and after it was removed from the Facility. Distinguish between the Relevant Time Period and the time period since 1988, and describe any changes in Respondent's practice over time.

#### Response 19:

Not applicable. See Response 15, SOIs were not sent to the BAD Site.

#### Request 20:

Identify all individuals who currently have, and those who have had, responsibility for procurement of Materials at the Facilities. Also provide each individual's job title, duties, dates performing those duties, current position or the date of the individual's resignation, and the nature of the information possessed by each individual concerning Respondent's procurement of Materials.

#### Response 20:

Subject to the foregoing objections, Lockheed Martin further objects to this response on the grounds that it is irrelevant, overbroad and unduly burdensome. Based on the documents obtained by Lockheed Martin from DTSC in or about 1992, the sale of empty drums by LMSC to Bay Area Drum appear to have occurred from May 1980 to October 1984. As set forth in Response 15, no SOIs were sent to the BAD Site. None of the employees identified from the 1980 to 1984 documents work any longer for Lockheed Martin. After a diligent search, Lockheed Martin cannot identify any current employees familiar with the sale of the empty drums to Bay Area Drum.

#### Request 21:

Describe how each type of waste containing any SOIs was collected and stored at the Facilities prior to disposal/recycling/sale/transport, including:

- a. the type of container in which each type of waste was placed/stored;
- b. how frequently each type of waste was removed from the Facility; Distinguish between the Relevant Time Period and the time period since 1988, and describe any changes in Respondent's practices over time.

#### Response 21:

Not applicable. See Response 15, SOIs were not sent to the BAD Site.

#### Request 22:

Describe the containers used to remove each type of waste containing any SOIs from the Facilities, including but not limited to:

- a. the type of container (e.g. 55 gal. drum, dumpster, etc.);
- the colors of the containers;
- any distinctive stripes or other markings on those containers;

- any labels or writing on those containers (including the content of those labels);
- e. whether those containers were new or used; and
- f. if those containers were used, a description of the prior use of the container;

Distinguish between the Relevant Time Period and the time period since 1988, and describe any changes in Respondent's practices over time.

#### Response 22:

Not applicable. See Response 15, SOIs were not sent to the BAD Site.

#### Request 23:

For each type of waste generated at the Facilities that contained any of the SOIs, describe Respondent's contracts, agreements, or other arrangements for its disposal, treatment, or recycling and identify all parties to each contract, agreement, or other arrangement described. State the ownership of waste containers as specified under each contract, agreement, or other arrangement described and the ultimate destination or use for such containers. Distinguish between the Relevant Time Period and the time period since 1988, and describe any changes in Respondent's practices over time.

#### Response 23:

Not applicable. See Response 15, SOIs were not sent to the BAD Site.

#### Request 24:

Identify all individuals who currently have, and those who have had, responsibility for Respondent's environmental matters (including responsibility for the disposal, treatment, storage, recycling, or sale of Respondent's wastes and SHCs). Provide the job titles, duties, dates performing those duties, supervisors for those duties, current position or the date of the individual's resignation, and the nature of the information possessed by such individuals concerning Respondent's waste management.

#### Response 24:

Not applicable. See Response 15, SOIs were not sent to the BAD Site.

#### Request 25:

Did Respondent ever purchase drums or other containers from a drum recycler or drum reconditioner? If yes, identify the entities or individuals from which Respondent acquired such drums or containers.

#### Response 25:

Subject to the foregoing objections, Lockheed Martin further objects to this response on the grounds that it is irrelevant, overbroad and unduly burdensome. Based on the documents obtained by Lockheed Martin from DTSC in or about 1992, LMSC is the only Lockheed Martin Corporation entity known to have had a nexus with the BAD Site or

Site. LMSC conducted the sale of empty 55-gallon drums to Bay Area Drum from LMSC's Sunnyvale location. There is no information to indicate that Lockheed Martin purchased drums from Bay Area Drum or the BAD Site.

#### Request 26:

Prior to 1988, did Respondent always keep its waste streams that contained SOIs separate from its other waste streams?

#### Response 26:

Not applicable. See Response 15, SOIs were not sent to the BAD Site.

#### Request 27:

Identify all removal and remedial actions conducted pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., or comparable state law; all corrective actions conducted pursuant to the Resources Conservation and Recovery Act, 42 U.S.C. § 9601 et seq.; and all cleanups conducted pursuant to the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq. where (a) one of the COCs was addressed by the cleanup and (b) at which Respondent paid a portion of cleanup costs or performed work. Provide copies of all correspondence between Respondent and any federal or state government agency that (a) identifies a COC and (b) is related to one of the above-mentioned sites.

#### Response to 27:

Not applicable. See Response 5, COCs were not sent to the BAD Site. Subject to the foregoing objections, Lockheed Martin further objects to this response on the grounds that it is irrelevant, overbroad and unduly burdensome. As EPA is aware from DTSC records, LMSC participated as a potentially responsible party ("PRP") in the clean-up of the BAD Site. Allocation of responsibility among PRPs was based on drum counts with operators of BAD. After adjustments for the buy-out of certain "de minimis parties" and based on LMSC's empty drums, LMSC was apportioned approximately 3% of clean-up costs of the BAD Site.

#### Request 28:

Provide all records of communications between Respondent and Bay Area Drum Company, Inc.; Meyers Drum Company; A.W. Sorich Bucket and Drum Company; Waymire Drum Company, Inc.; Waymire Drum and Barrel Company, Inc.; Bedini Barrels Inc.; Bedini Steel Drum Corp.; Bedini Drum; or any other person or entity that owned or operated the facility located at 1212 Thomas Avenue, in the City of San Francisco and Count of San Francisco, California.

#### Response to 28:

Subject to the foregoing objections, all responsive documents are attached as Exhibit A.

#### Request 29:

Identify the time periods regarding which Respondent does not have any records regarding the SOIs that were produced, purchased, used or stored at the Facilities.

#### Response to 29:

Not applicable. See Response 15, SOIs were not sent to the BAD Site.

#### Request 30:

Provide copies of all documents containing information responsive to the previous twenty-nine questions and identify the questions to which each document is responsive.

#### Response to 30:

Subject to the foregoing objections, all responsive documents are attached as Exhibit A.

The foregoing is respectively submitted.

Sincerely,

Corinne L. Bogert

Sr. Manager, Environment, Safety & Health

Lockheed Martin Space Systems 1111 Lockheed Martin Way Sunnyvale, CA 94089



#### Exhibit A

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Lockheed	Material to be picked up before	5-30-80	
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MISSILES & SPACE COMPANY.

INC. Bay Area Drum Co. 1212 Thomas Ave. San Francisco, CA

Gentlemen:	Material	
Subject: Bid Case #S 4145 Item(s) 1	Sales Order No.	12429
This is to advise you that your bid on the	above Sales Case has been a	ccepted.
Amount due \$ 1,102.00	DO DO DO	411-5-2
Delivery or shipping instructions must be in from the date of this letter.	urnished to LMSC within fif	(P) teen (15) days
All items are sold on an "as is", "where is' responsibility for movement or safe delivery	basis. This office cannot from its present location	t assume any
The Terms of this sale are:		
( XXM NET CASH ON RECEIPT OF DELIVERY Payments may be made at time of delivery, or Company, Inc., P. O. Box 504, Sunnyvale, CA Payments made by mail must be received at lement. Please reference the Bid Case Number the check.	94086, 0/41-50, B/514, Attr	: J. Vincent.
() MET CASH ON RECEIPT OF INVOICE (ou will be billed. Payments to be made upon	n receipt of invoice.	
PLEASE COMPLETE THE ENCLOSED SCRAP WAR	RANTY FORM AND RETURN IT TO	THIS OFFICE.
THE ENCLOSED INDEMNIFICATION FORM MUST USSILES & SPACE CO., INC. PRIOR TO SHIPMEN	BE COMPLETED AND RETURNED OF AWARDED MERCHANDISE.	TO LOCKHEED
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# SALES ORDER

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LOCKHEED MISSILES & SPACE COMPANY, INC.

NO Nº 1242

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#### / INDESCRIPTION

Buyer acknowledges (1) receipt of the above described articles, (2) that as representation has been made by Lockheed Mississ in Space Com-Buyer acknowledges (1) receipt of the above described actions, (2) that as representation has been made by Loutheed Missiles in Space Company, Inc. (LMC) as to the sendicion of said acticles, (3) that Super has examined said actions and understands that the same may be bestedens, (4) That said articles are purchased by Suyer "As H" and "PRESE B" and STTE NO BARRANTY THAT SAID ARTICLES ARE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE, AND (5) THAT SAID ARTICLES HAT VIOLATE ORIGINA STANDARDS OR OTHER PROFESAL OR STATE SAPETY RULES AND THAT SUYER ACCROSINGS THE FACT AND AGREES TO MOLD LOCKHEED ARCRAFT CORPORATION, LMC AND THE OPPLOAD AND THE OPPLO AS A PART OF THE CONSIDERATION OF THE PURCHASE TO DEPOSITY, MOUNTAIN AND DEFEND LOCKHEED AIRCRAFT CORPORATION, BUT ARREST AS A PART OF THE CONSIDERATION OF THE PURCHASE TO DEPOSITY, MOUNTAINED AND DEFEND LOCKHEED AIRCRAFT CORPORATION, LINC, AND THE OFFICERS, AGENTS AND EMPLOYEES OF EITHER OR SOTH OF THEM FROM AND AGAINST ANY CLAIM, LOSS, COST, EXPENSE (INCLUDING ATTORNEY'S FEED OR LIABILITY (INCLUDING BUT NOT LIMITED TO LIABILITY ARRING FROM THE NEGLIGENCE OF LINC) BY REASON OF PROPERTY DAMAGE OR PERSONAL DIJURY (INCLUDING DEATH) TO ANY PERSON (INCLUDING BUT NOT LIMITED TO BUYER, ITS CUSTOMERS, EMPLOYEES AND OTHER THIRD PARTIES) OF WHATEVER MATURE OR END RESULTING FROM THE PURCHASE, USE, RESALE AND/OR POSSESSION OF SAID ARTICLES OR ANY OF THEM.

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GRM LMSC 6478-6			···				<u> </u>	

Linkowa

Missiles & SPACE COMPANY, Inc.

INVITATION ICAID

P.4. 861 354 WOMET PALE, CALIFORNIA PAGEJ

Date: 8-12-80

Case No.: 8-4175

Subject to the instructions and provisions herein contained, including decrea and conditions stated upon the reverse side hereaf, Locations Aircraft Subject to the instructions and provisions never resistance. According to the purchase of Government award or controlled property.

described below and/or on the effected lian.

Bids will be opened in the presence of hidders and Air Force and/othery que antenives at Lackhood Missiles & Space Company MILPITAS facility.

1880 . The undersigned floreliche sometimes referred to as "Ridder") submits the following bid or bids. ITEM , ARTICLES FOR SALE ΝĐ EST. UNIT TOTAL QTY. PER UNIT 55 GALLON NON-RETURNABLE DRUMS (200 in bt) Empty 1 Condition: Used Good l lot Q4.98 Ref: RTS 3584

Bid forms should be legibly write. LOCKHEED URGES INSPE Property is located at SUNNYV

Spinister conver Laddie Art it specty purchased must be reThe fair measure a secretaries of as used in the enclosed envelope.

A OF AM BY TRAINE COFFEE LO STEP O'R SALE

MESER, MOG. HIS PETER PROMOTER TO YARD

Ho. Bere 42 727-1140

to The area for the second of streets smalling of notice of acceptance.

- L. INSPECTION. The Bidder is invited, usped and crustomed in impact the property to see said prest or substitute a bad. Preventy will be available for impactions at the passes and uses specified in the forestone, not one well-taken on anyong continuous grounds for the weithforward of a bid after opening.
- 2. CONDITION AND LOCATION OF PROPERTY. Unless otherwise specifically provided in the Inventors, all property lines thereat is delired for the "as at" use "where is". If it is provided themes use Locatesed Assess: Corporation on being of the Locatesed Nimites and Speed Company (homesveyses at the speed (specified) state from the speed of the inventors. The description is based on the best synthesis information. However, Locatesed makes as weighter, estending in the inventors, changes as the state of the property of as fattern for any tile of purpose. Locates a provided in Consistency, which, characters, quality, weight, lan, or description of the property of as fattern for any tile of purpose. Locates a provided in Consistency, to, 3 and 10, as expected for termination in price or he measurement at the state will be commerced. This is not 3 sain by sample.
- J. CONSIDERATION OF RIDS. The Edder supers that his hid will not be writtenessed within the period of time specular for the autoparate instead following the operating of bigs (rivey 160) calculated dry if he period dry the processed by Lockhamit or by the Edder, but not ten than (16) calculated dry; it not repeat has been ten than (16) calculated dry; it not repeat has been tend to the matter dry; in new results as reserved in reced have of all been, in warry any tenderate descent in bies, and mains conserved my or all been, in warry my tenderate descent in bies, and mains oursewes specials; is the bid, Listens the Lawrenteen statement of previous, beds may be submitted on the bid. Listens the Lawrentee statement of the contract provider, a bid convenient any timed from more to manufacte on the beats of the enter special for that items and the extension of precise of used designated for the time. In case of early in the extension of precise unit precise well precise.
- agait press well present.

  4. PAYMENT. Partitions agrees to provide property available to him in accredition with the press operant as his hid. Payment of the full purchase price, subject to new addition to him full purchase price, subject to new today of the property. In the event test new indicatement is made presented to Condition Me. 8. property of the property. In the event test new indicatement is made presented to Condition Me. 8. property of the property of the property. In the event test new indicatement is made in the property of the present of the present price is an invitation of the present of the property of the prop
- 3. TITLE. Union subcretice receiled in the Invitation, title to the items of property said hereunder shall vest in the Perchange in and when full and dust in member is made, exercit that if the Invitation provides that leading will be perfected by Lackheest, title small not vest until men, peymant and loading are contributed. On all money waiting and memo-proposition or memory, convenient requiring identical, exercitation of release. Scientific Form 97. Certificate of Release of a Money vehicle, exercised by the Contribution of Scient of the Contribution of the Contribution of Scient of the Contribution of th
- C. DELIVERY AND RESOVAL OF PROPERTY. Unless scherwise specified in the laveration, the Percenter shall be senied in estate the property upon resting of take of the property in him. Delivery that he made at the temperated location, and the Perchanel simil remove the property is his repeated within the property is his repeated within the property of his repeated within the property of the repeated within the property of the prop
- 7. DEFAULT. If the recomment Bloder fails or make full permanes, to resource persource on the specified state, or to comply well not other three and conditional threshold, the right is reserved to set or communicational dispose of any or all name presently and to three looks and argument incidental cherron of the next of the orbitishing Budder. The hed deposit (if required in the levels cond) spaid by applied against any mask leaves and extension.

- L. ADJUSTMENT FOR VALLATION IN QUANTITY OR WEIGHT. When property is said on a "unit price" basis, Lectional reserves the tripse to vary the property or weight delivered by Mines parties (19%) from the quantity or weight limit in the Investment mad the Properties the consequence state for adopt entirely of the purposes price shall be adjusted appropriate or consequent in accordance when the third parties of the foundation property is send on a "price for the last" basis.
- 9. WEIGHING. Unless otherwise specified, when weighting is nonemary or demember the cener purchase price hormaton, Lockness studi accessary for and
  pay all expectors of weighting materia. All eventuage charges that he paid to
  the Percenter. When removal is by train, weighing study he manest to supervision the communication on its Lockhest action, (3) combined serious or (c)
  enter trains acceptable to both parties. When removal is by rail, weighted
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  for investe purposes. Approved
  price and present the should of full payment theorem.
- 18. RINK OF LOCA. After making option of award and proof to the date specified for massers, Lacidand study be comparable only for the unscene of reasonable case for the presented of the property. After passage of title task that the date specified for massers of the property or any examine appropries in written by Lacidands all rais of lam, example, of destruction from any states writteness that he have by the Parithage.
- 11. LIBETATION ON LOCKHEED AND GOVERNMENT LIABILITY. The meaning of Lockhood and Government liability in any case when liability a Lockhood and the Government of the Furthern has been enabliated stall or install refused of most person of the purchase green to Lockhood may have received on making the person of the purchase green to Lockhood may have received.
- 12. CRAIL STATEMENTS AND MODIFICATIONS. Any oral statement of representation by any representative of Localises changing or manufacture the contract or any Constitute Charges in translational than in the contract on the Constitute Charges in the Constitute Charges in Proceedings.
- 13. ILIGIBILITY OF BIDDERS. The Bidder certifies that he is not [1] civilins employer at the Determinat of Deferms or the Unived Sexus Confession was during actions any functional of supervisory responsibility is disposed of Louishood's Government-water investment [2]; a magnitude of the Armed Ferms of the Unione Sexus, including the United Sexus Count Guest where during unclude any functional or supervisory resonautisity for disposed Louishood's Government-wind investment; [3] a Louishood supplement (6) a special employee (6) a special employee (6) and (3) and (3) above.
- 14. CLARGE LIABILITY. The Purchaser or Bidder agrees to more Lockhord as the Government harmonic light say and all dames, humanics, actions, does liabilities, judgments, come and attending I fen arrange out of, distinct on interest of the fact of the same of the property and of the same of the
- 15. SALTS AND USE TAX LIABILITY. In soldings to the purchase priBidder shall pay to Lockbrot the amount of tay car water Lockbrot may
  requested up pay or collect as a result of the sale to or use by Bidder of prope
  partnessed by Bidder harvender. All such tame will be instant security
  the billing commont. The United States Government well not be resonant
  for the collection of any cases applicable to the tale.
- 16. SCEAP WARRANTY. With respect to all firms of sespecty purchased bidder which are designated herein to series. Bidder agrees to exvects a ser warranty in the facts extrinct in DD form 1619. Seray "Statumer, (Blutters in 1-106,1699 of the ASPR), undent the requirement of entiring by the Cover more as accordance with Section 14-184,5 of the ASPR.

#### GENERAL INFORMATION

1. SPECIAL CONDITIONS OF SALE. See cover these for information reporting any months have conditions.
2. STEMISSION OF SIDE. Bidders are encouraged to their bids on receipt at Leastered at least one day prior to hid opening. You become twent to this pid or receipt at Leastered at least one day prior to hid opening. You become twent to hid or receipt at Leastered at least one case and for opening. You become twent to hid or receipt at least one and for opening. You become the will NOT be accepted. However, the transfer amountment is the acceptance in the pid opening the control of the second pid opening.
3. THE SIDE. In the error two or more task are task as tags high bid, award well be desirable by a drawing or treat or strain, condensed by Government or Lockhood presentation.
4. SIDE INFORMATION. No extracation will be featured at the time case of high on tary item until revery least (16) hours after the bid opening. in compliance with the above invitation for bids and subject to all of the instructions and the Sales Terms and Canditions hereof, cluding any Special Conditions of Sale, the undersigned offers and agrees to purchase the property at the bid price noted an invitation to bid, if this bid be accepted within \_\_\_\_\_ calendar days after date of bid spening. [See Condition 3].

I the undersigned have read, understand, and a	egree re the elieve canditions.	
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Bid(s) with respect to Item(s) No.		•
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=	FOR AIR FORCE OR NAVY	<u>LOC</u>	KHEED MISSILES & SPACE COMPANY, INC.
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CONSIDERE NOTE: Title to items of material sold shell plus upon delivery to began (or carried) at collects plant. Quantity restauce toms to reported to LOCKREED MESSLES is SPACE COMPANY, INC., attentions Ehipping, NOT LATER TEAM TEN (10) DAYS following your receipt of this chipment.

#### DIDENKIPICATION

IMPERINFICATION

Bigger asimowiseigns (1) resulpt of the above described articles, (2) that so representation has been made by Loshbood Missiles & Space Company, Inc., ARTHCLES ARE PURCHASED BY SUTER (A) that Emper has examined said entiales and understands that the same may be haserines, (4) that Emper has examined said entiales and understands that the same may be haserines, (4) that EAGD ARTICLES ARE PURCHASED BY SUTER (A) THAT EAGD ARTICLES ARE HERCHARTABLE OR FIT FOR ART PARTICULAR PURPOSE, AND (5) THAT EAGD ARTICLES HAY VIOLATE CHEM STANDARDS OR OTHER PEDERAL OR STATE SAFETY RULES AND THAT BUYER ACKNOWLEDGES THEN FACT AND AGREES TO HOLD LOCKERED AIRCRAFT CORPORATION, LINC AND THE CORPORATION OF THEM FREE PROM ANY LIMITARY ARRING PROM SUCH VIOLATIONS, BUTER OFFICARS, AND THE CONSIDERATION OF THE PURCHASE TO INDEHOFFY, HOLD HARMLESS AND DEPEND LOCKERED AIRCRAFT CORPORATION, (INCLUDING ATTORNEY'S FEED OR LIABILITY (INCLUDING BUT NOT LIBITED TO LIABILITY ARRING PROM THE HERCHGENCE OF LINC) BY CLADING ATTORNEY'S FEED OR LIABILITY (INCLUDING DEATH) TO ANY PRESON (INCLUDING BUT NOT LIBITED TO BUTER, LITE CUSTOMERS, EMPLOYEES AND OTHER TEXES PARTIES OF WHATEVER NATURE OR END BESULTING FROM THE PURCHASE, USE, RESALE AND/OR POSSESSION OF SAID ARTICLES OR ANY OF THEM.

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FORM 1:MEC 8478-4	19/8/8	0	1/1×	Jones Of			

# LUM Co. Inc. RECEIVING TICKET

#### Drums Bought, Sold and Reconditioned 1212 THOMAS AVENUE SAN FRANCISCO, CA 94124 PHONE: (415) 822-3955 PURCHASED **INVENTORY** 0525 Address Acet. of: QUANTITY. DESCRIPTION 55 GAL. # I OIL TOP BUNG 55 GAL. # 2 OIL TOP BUNG 55 GAL. DEHEADERS SHORT 55 GAL DEHEADERS TALL 55 GAL JUNKERS 55 GAL F.O.T. LL. TALL 55 GAL F.O.T. LL SHORT 55 GAL. F.O.T. 17H 55 GAL F.O.T. BOLT TALL 55 GAL, F.O.T. BOLT SHORT 55 GAL. F.O.T. ADG. 30 GAL OIL # 1 30 GAL OIL DEHEADERS 30 GAL F.O.T. BOLT 30 GAL F.O.T. LL TOTAL

Date	Oct.	23,	1980	

Lockheed

Material to be picked up before

Nov. 6, 1980

MISSILES & SPACE COMPANY,

INC.

Bay Area Drum Co, Inc. 1212 Thomas Ave. San Francisco, CA

Subject: Bid Case #S-4190, on Material Sales Order No. 12614.

This is to advise you that your bid on the above Sales Case has been accepted.

Amount due \$830.00

Delivery or shipping instructions must be furnished to LMSC within fifteen (15) days from date of this letter.

All items are sold on an "as is", "where is" basis. This office cannot assume any responsibility for movement or safe delivery from its present location.

THIS SALE IS NET CASH ON RECEIPT OF DELIVERY. Make check payable to LMSC and deliver to Bruce Logsdon, 0/41-50, B/514, 227 Curtis Ave., Milpitas, CA. prior to pick up of material from building 14E, Sunnyvale.

Contact Laddie Morillo for pickup at 742-2140.

LOCKHEED MISSILES & SPACE COMPANY, INC.

Bruce Logsdon

Material Sales, 0/41-50

Bldg. 514, Phone (408) 743-0226

## AN ATERIAL SALES ORDER

#### LOCKHEED MISSILES & SPACE COMPANY, INC.

Nº 12614

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RECEIVING TICKET OR AREA DRUM CO. Inc.

Drums Bought, Sold and Parauditio

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1212 THOMAS AVENUE SAN FRANCISCO, CA 94124 PHONE, MUST 202 2022
TI WAENTORY
Date 10-27-80 Nº 0625
Received from LOCKIES MISSILES +SPACE CO
Address MT. VIEW
Acct. of:
QUANTITY. DESCRIPTION
55 GAL. # 1 OIL TOP BUNG 24.15 - 830.00
55 GAL # 2 OIL TOP BUNG
SE CAL PRINCIPLE
55 GAL DEHEADERS TALL
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55 GAL F.O.T. BOLT SHORT
55 GAL. F.O.T. ADG.
30 GAL OIL # I
30 GAL. OIL DEHEADERS
30 GAL. F.O.T. BOLT
30 GAL F.O.T. LL
200 TOTAL
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-3-25-81

Material to be picked up before

4-9-81

MISSILES & SPACE COMPANY.

> INC. Bay Area Drum Co., Inc. 1212 Thomas Ave. San Francisco, CA 94124

Gentlemen:

Material Sales

Subject: Bid Case #S 4242 Item(s) 1

Order No. 12823

This is to advise you that your bid on the above Sales Case has been accepted.

Amount due \$ 1,004.00

Delivery or shipping instructions must be furnished to LMSC within fifteen (15) days from date of this letter.

All items are sold on an "as is", "where is" basis. This office cannot assume any responsibility for movement or safe delivery from its present location.

The Terms of this sale are:

(XXX) NET CASH ON RECEIPT OF DELIVERY Payments may be made at time of delivery, or by mail to Lockheed Missiles & Space Company, Inc., P. O. Box 504, Sunnyvale, CA 94086, 0/41-50, B/514, Attn: Bruce Logsdon. Payments made by mail must be received at least one (1) day prior to pickup or shipment. Please reference the Bid Case Number and the Material Sales Order Number on the check. Payment must be made to Bruce Logsdon Bldg. 514 prior to pick up . Payment must be in the form of cash or certified check.

| NET CASH ON RECEIPT OF INVOICE

You will be billed. Payments to be made upon receipt of invoice.

) PLEASE COMPLETE THE ENCLOSED SCRAP WARRANTY FORM AND RETURN IT TO THIS OFFICE.

) THE ENCLOSED INDEMNIFICATION FORM MUST BE COMPLETED AND RETURNED TO LOCKHEED MISSILES & SPACE CO., INC. PRIOR TO SHIPMENT OF ANARDED MERCHANDISE.

LOCKHEED MISSILES & SPACE COMPANY, INC.

Bruce Loasdon

Material Sales, 0/41-50

Bldg. 514, Phone (408) 743-0226

Lockheed MISSILES & SPACE COMPANY

#### INVITATION TO BID

P.S. SEK SEG BERNYVALZ, CALIFORNIA SCORE

Dote: Nov. 13, 1981

Com No.: S-4314

Subject to the instructions and provisions herein contained, including the terms and conditions stated upon the reverse side hereof, Leckhood Aircraft described below and/or on the atteched Missiles & Space Company, will receive bids, for the purchase of Government award or controlled property made within a state of the state of

Bids will be eponed in the presence of bidders and Air Force and/or Nevy representatives of Lockhood Missiles & Space Company, Milpitas feelility, or 1:00PM. Dec. 7, 19 81. The undersigned thereins for sensitives referred to an implication of the sensitive sensitives.

ITEM	:00PM Dec. 7, 19 81. The undersigned (hereinafter sematimes referred	to es "	Bidder"	ter company, jq] } submits the fell	]pitas feelling, ewing bld or blds.
NO.	ARTICLES FOR SALE	EST.	UNIT	OID PER UNIT	TOTAL
1	EMPTY 55 GALLON DRUMS (200) each in lot Ref: RTS 3731				
	Condition: Used Good	1	Lot	5,51	1,102.00
	NOTE: Material to be picked up from Reclamation Yard at the Sunnyvale complex, 48 hours from date of award.	  - 			
	11-18-81		 		
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Bid forms should be legibly written and ORE (1) executed caples returned to Lackhard in the enclosed envelope. If you do not wish to bild on the Presents in legated as Declared and appropriate the legated as Declared As De

Property is lacated at Reclamation yard, Sunnyvale Complex
Property may be inspected from 9 A.M. to 11A.M. and 1 P.M. to 3 P.M. Mandaya through Fridays, helidaya excepted 8-743-0226
For information connect Laddie Morillo, Phone 408-742-2140 or Bruce Logsdon 408-743-0226
All property purchased must be removed within Fifteen (15) colender days effect mailton of notice of acceptance

#### GENERAL SALES TERMS AND CONDITIONS

- INSPECTION. The Bidder is intered, used and cautioned to inspect the property to be said prior to submitting a bid, Property will be available for inspection at the places and times specified in the Invitation. In so case will lating to inspect constitute grounds for the winterswal of a bid after opening.
- 2. CONDITION AND LOCATION OF PROPERTY. Unless inherwise specifically provided in the Invication, all property listed therein is offered for sile "as it" and "where is". If or is provided therein that Cockheed Aircraft Corporation on behalf of the Lockheed Missiles and Space Company thereinsfer referred to an Lockheed's shall load, then "where is" means f.o.b. conveyance at the point speciated in the Invitation. The description is based on the best available information. However, Lockheed makes now waterante, express or implied, as to quantity, lead, character, quality, weight, size, or description of any of the persperty or its fathers for any use or purpose. Lacest 18 provided in Conditions No. 8 and 10, no request for advantment in prace of for rescausion of the tale will be considered. This is not a sale by sample.
- 5. CONSIDERATION OF BIDS. The Bidder agrees that his bid will not be wishers an within the period of time specified for the acceptance thereof following the opening of bids (every 160) calender days if no period is specified by Lockheed or by the Bidder, but not less than 110), casendar days in any case, and that during such period his bid will remain from and irrevocable. The tight it reserved to reject any or all bids, to wrive any technical defects on bids, and unless otherwise specified in the affering or by the Bidder, to accept any one new or group of items in the bid. Unless the finitation otherwise provides, by the submitted on any or all sums. However, unless the lowestion otherwise provides, a bid inverting any listed stem must be submitted on the basis of the unit specified for these runs and must cover the total number of units draphated for that stem. In case of error in the extension of prices, units pieces well govern.
- d. PAYSIENT. Purchaser agrees to pay for property awarded to him in accordance with the prices quoted in his bid. Payment of the full purchase perce, subject to any adjustment pursuant to Condition No. 8, must be made within the time specified for terment and prior to dalivery of any of the property, in the event that any adjustment is made pursuant to Condition No. 4, payment must be completed immediately subsequent to such adjustment. The bilance of the purchase perce after applying the torial hid deposit made by purchaser (if a bid deposit was required) under the Invatation (or otherwise the full purchase perce) shall be paid to Lockhead in lawful money of the United States of America. Lockhead reserves the right to apply any bid deposits made under a contract awarded by Lockhead under this Invatation for bid. In those insurers where the social sum becoming due to Lockhead from the Purchaser on a contract awarded by Lockhead under its Invatation for bid. In those insurers where the social sum becoming due to Lockhead from the Purchaser on a contract awarded to him under the invatation is fest than the total amount deposited with his bid, the difference shall be promptly refunded. Deposits accompanying bids which are not accepted shall be promptly returned.
- 5. TITLE. Unless otherwise specified in the lawitation, citie to the items of property sold bettern r shall vest to the Furchaser as and when full and final parament is made, except that of the favoration provides that fooding will be personned by Lockherd, title shall not vest until buck parameter and loading are enospiested. On it monor vehicles and motor-peopelled or motor-drawn equipment requiring economic, a certificate of steese, Standard Form \*\*. Certificate of Release of a bloom Vehicle, arecord by the Contracting Officer for a State certificate of inless, shall be formulated for each vehicle and piece of
- 6. DELIVERY AND REMOVAL OF PROPERTY. Unless otherwise specified in the Invitation, the Purchaser shall be extelled to obtain the property upon vesting of title of the property in hum. Delivery theil be made as the designated location, and the Purchaser shall remove the property at his expense within the period of time resembly specified in the Invitation of within such additional time as may be allowed by Lockheed. The Purchaser shall semidures Lockheed for any damage to Lockheed in property clause by the removal operations of the Purchaser. If the Purchaser is permitted by Lockheed to zemove the property first the expression of the period prescribed or allowed for removal, Lockheed, without limiting any other rights which it may have, may require the Furchaser to pay a seasonable storage charge.

- E. ADJUSTMENT FOR VARIATION IN QUANTITY OR WEIGHT. We properly it sold on a "unse price" basis. Lockheed tempos the train in very a quantum or wright delivered by fittern pretrat (31%) from the functions; and the Purchases series to accept delivery any quantum or weight matchin these limits. The purchase price shall be a trust upwards or downwards as accordance with the unit price and on a basis of the quantity or weight actually delivered. No adjustment for various shall be made where property is sold on a "price for the lot" basis.
- 9. WEIGHING. Unless otherwise specified, when weighing is necessary to retention the exact purchase peace becomder, Lockheed small arrange for a pay all expenses of weighing material, All switching charges mail be paid the Futchister. When removal is by cruck, weighing that he mail be under to say main and atcomptished on far Lockheed scales, the certified scales, or other scales receptable to both parties. When tenoral is by each, weightable on sailroad track scales or by other means acceptable in the teatre for finish purposes. Approved weighing shall emblish the exact points, price and govern the making of full payment thereon.
- 10. RISK OF LOSS. After mailing notice of award and prior to the date special for removal, Lockheed shall be responsible only for the exercise of seasonal case for the persection of the property. After passage of title and after i date specified for removal of the property or any extension approved in writing lockheed, at risk of loss, damage, or descruction from any cause whichee that be borne by the Purchaser.
- 11. LIMITATION ON LOCKHED AND GOVERNMENT LIABILITY. It measure of Lockheed and Government liability in any case when liability Lockheed and the Government to the Purchaser has been established shall a execut refund of such portion of the purchase price as Lockheed may be recovered.
- 12. ORAL STATEMENTS AND MODIFICATIONS. Any oral materners representation by any representative of Lockheed changing or supplements the contract or any Condition thereof is unsushorized and shall confer no equipment the Purchaser.
- 13. ELECTRICITY OF BIDDERS. The Bidder certifies that he is not: (1) civilian employee of the Department of Definite or the United States Co-Guard whose duries include any functional or supereriory responsibility is dispotal of Luckheed's Covernment-owned inventory; (2): a remoter of Atmed Forces of the United States, including the United States Costs whose duties include any functional or supervisory responsibility for dispotal Lockheed's Government-owned inventory; (3) a Lockheed employee; (4) agent, employee or sumediate member of the bourshold of personnel in (1) (3) and (3) above.
- 14. CLAIMS LIABILITY. The Purchaster or Bidder agrees to save Lockheed at the Liovennment harmless from any and all claims, demands, actions, det liabilities, judgments, coses and automor's fees around out of, claimed on count of, or in any mannet predicated aron loss of or damate to property and injuries to or the death of any and all persons whatsoever, in any main caused or contributed to by the Purchases or Bidder, their agents, servants employees, while in, upon, or about the sale or the property set on white property sold or othered for sale is located, or while zones to or depart from such areas; and to save Lockheed and the Government harmless from a on account of damages of any kind which Lockheed may suffer as the resol the acts of any of the Purchaser's agents, servants, or employees white or about the said sizes.
- 15. SALES AND USE TAX LIABILITY. In addition to the purchase pri-Bidder thail pay to Lockheed the amount of any tra which Lockneed ma-required to pay or collect as a result of the sale to or use by Bidder of prope purchased by Bidder hereunder. All such trace will be stemined separately the billing document. The United States Government will not be responsi-fer the collection of any taxes applicable to the tale.

7. DEFAULT. If the successful Bidder fails to make full payment, to remove property on the specimed date, or to comply with any other terms and conditions thereof, the sight is reserved to sell or otherwise dispose of any or all such property and to charge losses and expenses incidencel thereto to the account of the defaulting fielder. The hid deposit (if required in the invisation) shall be applied against any such losses and expenses. 16. SCRAP WARRANTY. With respect to all items of property purchased budge which are designated herein as acrap, Bidder aerees to execute a so warranty is the form nutriced in DD form 1639, Scrap Warranty stilluters in F-100.1639 of the ASPRJ, unless the requirement is waived by the Goss ment in accordance with Section 24-204.5 of the ASPR. GENERAL INFORMATION 1. SPECIAL CONDITIONS OF SALE. See cover sheet for information regarding any special sales conditions.
2. SUMISSION OF BRIDS. Bidders are encouraged to mail bids in allow receipt at Lockheed at least one day price to bid opening. No bid or modification thereof receipter the time set for opening will be considered eacher of him a bid or modification actives by mail after the time set for opening, but before award is made, and a determined that non-astrict on time was due tolely to delay in the mails for which the bidder was not responsible. Telegraphic bids will NOT be accepted. However, the set of the sevent of the sevent are or more bids are used at the high bid, award will be decided by a drawing or toss of coins, conducted by Government of Bid INFORMATION. No information will be furnished as 10 the results of bids on any stem until (wenty four 124) hours after the bid opening. In compliance with the above invitation for bids and subject to all of the instructions and the Sales Terms and Canditians hereaf, cluding any Special Conditions of Sole, the undersigned offers and agrees to purchase the property at the bid price noted on invitation to bid, if this bid be accepted within .. \_\_\_ calendar days after date of bid opening, (See Condition 3). I the undersigned have read, understand, and agree to the above conditions. GIRDLE (FIRM MANE) 8478 SLEMATHER TITLE TELEPHONE WO. ACRALL CENTIFICATE NO. ESTY AND ATATE 4303114 Bid(s) with respect to Item(s) No. aricala) amasad

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*	APPROVED FOR AIR	FORCE OR'S	NÄVY		LOCKHEED MISSILES & SPACE COM	PANY DIC
<del>-</del> ,		1 ,*		ļ <del>ei</del>		
***			ļ	TITLE		•

# RECEIVING TICKET RECEIVING TICKET OR DRUM CO. Inc.

#### Drums Bought, Sold and Reconditioned

1212 THOMAS	AVENUE SAN FRANCISCO, CA 94124 PHONE: (415) 822-3955
PURCHAS	SED INVENTORY
Date /-	5-82
Received from	LOCK HEED Nº 1644
Address	INNYVALE, CA.
Acct. of:	
QUANTITY.	DESCRIPTION
	55 GAL. = 1 OIL TOP BUNG
200	55 GAL # 2 OIL TOP BUNG
	55 GAL. DEHEADERS SHORT
	55 GAL. DEHEADERS TALL
	55 GAL. JUNKERS
	55 GAL. F.O.T. L.L. TALL
	55 GAL. F.O.T. L.L. SHORT
	55 GAL, F.O.T. 17H
	55 GAL. F.O.T. BOLT TALL Pack Eck 1687
	55 GAL. F.O.T. BOLT SHORT
·	55 GAL. F.O.T. ADG. /2/39/8/
	30 GAL OIL # 1
	30 GAL. OIL DEHEADERS 77. 8
	30 GAL. F.O.T. BOLT
	30 GAL. F.O.T. LL.
<del></del>	
200	TOTAL PER /3



#### INVITATION TO BID

SURNYVALE, CALIFORNIA 84086

Dete: March 10, 1982

Case No.: S-4356

Subject to the instructions and provisions herein contained, including the terms and conditions stated upon the reverse side hereof, Lockhood Aircra Corporation, an behalf of the Lockhood Missilos & Spoze Company, will receive bids, for the purchase of Government sweed or controlled proper described below and/or on the attached list.

Blds will be opened in the presence of hidders and Air Farce and/or Newy representatives at Lockhood Miselles & Space Company, MITPICAS facility #1 - NODM. Annil E 10 00. The understand floreinghes

TEM NO.	OPM. April 5, 19 82. The undersigned (hereinafter constitues referre	EST.	UNIT		TOTAL
1	EMPTY 55 GALLON DRUMS (200) each in lot Ref: RTS 3749 Condition: Used Good		Lot	5,5/00	
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Bid forms should be legibly written and CDE (1) executed copies returned to Leakhard in the enclosed envelope. If you do not wish to bid or described property than return the anciesed envelope merked "NO BID" and your return address, to indicate your desire to remain on our hidders list. executed copies returned to Lockheed in the enclased envalope. If you do not wish to bid on the Property is focused at Reclamation Yard, Sunnyvale Complex

Preparty may be inspected from F.A.M. to FIA.M. and J.P.M. to 3 P.M. Mondays through Fiddays, helidays excepted.

For information contact: Bruce Logsdon (408) 743-0226 or Laddie Morillo. (408) 742-2140 All properly purchased must be removed within Fifteen (15) calender days after mailing of natice aftern at one

- property to be sold prior to subspect series and enterplact so induced the property to be sold prior to subspecting a best, throughts both to accountly lost property is seld us a "unit property is and us a "unit property is seld us a "unit property is se
- 2. CONDITION AND LOCATION, 69 PROPERTY. Unless otherwise apendically provided in the Investment, 60 property listed shearen is offered for said "as it and "where it . It is is provided shearen that Lockberd Actually Locations in behalf of the Lockberd Minnes and Space Locations theorem where the artifactured in the lowest the most is "means took, conveyance at the posses specimen in the lowests took their information, linewest, tookherd makes in mattacts, conveyance of implied, as in quantity, and, interest, quality, weight, size, or description of any of the property of its interest for any use of purpose. Lacapet at provided as Conditional No. 8 and 10, no sequent for administral in piece of registration of the sale will be considered. This is not a sale by sample.
- 5. CONSIDERATION OF BIDS. The Bidder agrees that his bid will not be will drawn within the period of some specified for the acceptance threed following the options of bids triets 1600 calendae draw if no period is precised by Leckherd or by the hidder, our not set than 1701 calendae days in tay case, and that of the greeched his bid will termin firm and steemanther the right of respond to treet any or all best, to wave any terminal effects in bids, and version to treet any or all best, to wave any terminal effects in bids, and version on treet any or all best, to wave any take that for a accept any or of some of streets in the forward or their accept any or of streets and the bid. Unless the forward in their treets provided his a long overtice any listed stem must be transited on the basis of the mast greated to be that item and must cover one took transite of must determine all tooks of the mast greated took that them and must cover one took transite of must determine all tooks of the state
- 4. PAYMENT. Purchaser agrees so pay for property awarded to him in accordance with the priest quoted in his hid. Payment of the full purchase price, subject to any educations patential to Condition No. 8, must be made within the same specified the removal and oriest to delivery of any of the property. In the axial rost are adjustment in made pursuant to Condition No. 8, eavanged thus be translessed immediately subsequent to their individuality. The bullence of the purchase price after applying the total old deposit made by purchaser tif this deposit was required; under the limitation for otherwise the full purchase prices after applying the total old growing made to United States of America. Lockheed reserves the tasks to apply any hid deposit waste under the limitation to a Budder against any amounts due linewheed under a constant awarded by Lockmed under the laviation of Bid. In those instances were total rom becoming over the laviation for Bid. In those instances were total rom becoming over the laviation of bid. In those instances awarded to him times the invention is less than the result accompanying bids which are not accepted shall be promptly returned.
- 5. TITLE. Un'es otherwise specified in the Invitation, title to the feems of property sold latestance mail vest to the Purcouse as and when full and fault patents is made, recept to it the Invitation provides that foothers will be performed by Linckleyd, title shall may vest until seen payment and hadding are completed. On all motor vehicles and monor-propelled or motor-drawn equipment tearting latestance a certificate of release, brindsafe from \*\*. Certificate of Release of a Motor Vehicle, enceuted by the Contracting Offices for a State certificate of titles, shall be luminous for each vehicle and piece of equipment.
- 6. DELIVEPY AND REMOVAL OF PROPERTY. Unless otherwise specified in the Invitation, the Furthers small be intered to obtain the property upon setting of tole of the property in him. Delivery that he made at the designated foration, and the Purchaser shall remove the property at his expense within the period of time originally specified in the Invitation of within such additional time of their originally specified in the Invitation of within such additional time of their objective to Contact of Purchaser shall removal operation of the Furthers in the Furchaser is permitted by Lockheed to remove she property after the expiration of the period prescribes or allowed for removal, Lockheed, without limiting any other rights which it may have, may require the Furthers in pay a reasonable storage charge.
- 7. DEFAULT. If the successful Bidder fails to make full payment, to remove property on the specified date, or to comply with any other terms and conditions the tank the taphs is reserved to tell in otherwise dispose of any or all such property and to charte licenes and expenses incidental interes to the account of the defaulting licider. The hid appoint if required in the living-tion) shall be applied against any such leaves and expenses.

8. ADESPECTIVE FOR VARIATION IN QUARTITY OR WEIGHT. WE property in sold on a "unit property braid, Luchberd inserved the eight to have quartity of weight deficient by fitten priceof [1575] from the quartity braiding and the Postabler agrees to accord any quantity or weight within them found. The purchase pince thalf be found upwards or weight which is accordingly with the unit give and on least of the foundating or weight abtaility defined. An advantage management with the unit give and on least of the land of the foundating of weights abtaility defined. An advantage management we sold on a "price for the lor" beam.

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- 9. WEIGHING. Unless enterwine specified, when weighing is necessariv to terming the state practical wests hereafted, Enclared shall arrange for a pay all appoint of weighing entertail. All twitching charges that he produce the Parchaser. When composal in hy timel, weighing shall be twicen to the vision and accomplished on (a) Lockiers scates, this certified scales, or other scales acceptable to both games. When temoral is by call, weigh that he on satisfied scales or by other means acceptable to the rains, for fleight purposes. Approved writining shall establish the exact poten price and govern one making of full payment thereon.
- 16. RISK OF LOSS. After mailing notice of award and pilot to the data specifier transcal, betcheed shall be teromorable only for the selection of the property. After passage of the and after data specified for removal of the property or any automorapproved in west by Lockheid, all take of late, damage, or destruction from any cause whather shall be before by the Purchaser.
- EI. LIMITATION ON LOCKHEED AND GOVERNMENT LIABILITY. I measure of lockheed and Covernment liability in any case which leability lockheed and the Government on the Parchaser has been established shall exceed salare of such porcean of the purchase pure as Lockheed may n
- ORAL STATEMENTS AND MODIFICATIONS. Any oral matemeter aggregations and by any expresentative of Lockheed changing or supplement the contract or any Constition charged is accumulated and shall contact no 2-upon the Pauchases.
- 53. ELIGIBILITY OF RECIDERS. The Didder confoes that he is not: Obeledian employer of the Department of Defense or the United States Co-Guard whose ductions and Defense of supersitory responsibility disposal of Lockheed's (obsertment-owned aventory; 21 a member of Armed Forces of the United Seases, including the United States Coast Gua whose dates include any incommend or supersistary responsibility for disposal Lockheed's Government-owned inversion; (1) a Lockheed employee; (4) spin, employee or immediate member of the household of personnel in a [2] and [3] above.
- 14. CLAIMS LIABILITY. The Purchaser or Bidder agrees to save Lockboard the Government harmless from the and all claims, demander, activets dishibiting, judgments, even and anisother's fees aroung out of, or it and amount produced around not or at any manifest produced around and inferres to or the count of any and all persons whatever, in one and caused or contributed to by the Furchaser or hader, their around, servance employees, while in, arises not about the sale or the property size on with property sold or effected for while in located, or while among in or us; 2.2 from such areas and no live Lockboard and the towersment narmless for monocount or demands in lock which had the demands of the arts of any of the Furchaser's agency, servant, or supplement while a about the said sees.
- 15. SALES AND USE TAX LIABILITY. In addition to the purchase provided shall pay in Lockheed the amount of any tax which Lockheed may required to pay or referst as a result of the sale to or use by Sudder of propositional by Bidder hereunder. All such there will be stemand apparatus the billing dorument. The Linced States Covernment with not be reasons for the collection of any taxes applicable to the falls.
- 56. SCRAP WARRANTY. With respect to all items of property purchased biddes which are descenated notion as array, Bidder latery in energy a sewarranty of the form stand in DD been 1699. Scrap Warrancy diffuser, in 1808,1659 of the AAPRI, unless the restatement is wasted by the Gosmens in peccentainte was Section 24-284.5 of the ASPR.

GENERAL INFORMATION SPECIAL CONDITIONS OF SALE. See cover sheet for information regarding any special tales condusors.
 SUBMISSION OF BIDS Bidders are encouraged to mail bids to allow receipt at Lockherd at least one day price to bid upraing. No bid or modification threeof see after the time ret for opening will be considered except when a bid or modification strives by mail after the tr.: ver for opening, but before award it made, and determined that numeratural on time was due to tales to delay in one matter on which the bulser was not response. Telegraphic bids will 1/07 be accepted. Howe regraphic stringments in an acceptable had may be considered grounded the relegant in terrived by Lockheet, or so bid opening.
 TIS FIDS. In the extent is not more bids are fired as the both bid, award will be decided by a drawing of toss or ..., considered by Government or Lockheed person in the properties of the proper In compliance with the obeve invitation for bids and subject to all of the instructions and the Sales Terms and Conditions hereof. cluding any Special Conditions of Sale, the undersigned offers and agrees to purchase the property at the bid price noted on invitation to bid, if this bid be accepted within \_ \_ calendar days after date of bid as uning. (See Condition 3). I the undersigned have reed, understand, and agree to the above conditions. PATE BIRGER (FIRM BAME) LLEPHONE HT. 11111 ALLEATURE RESALE EER FIFIEATE NO. STATE ONA VEIS 401411 Bid(s) with respect to Item(s) No.

(is) (are) hereby accepted by Lockheed at the price(s) quoted and upon the Conditions contained herein. APPPOVED FOR AIR FORCE OF NAVY LOCKHEED MET IL ES & SPACE COMPANY, INC.

BATE 14444 TITLE

•	• •	Amosti	_	1002
-	-1:	April	ο,	1305

Luckled MISSILES & SPACE COMPANY.

Material to be picked up before April 30, 1982

Bay Area Drum Co. Inc. 1212 Thomas Avenue San Francisco, CA 94124

Gentlemen:

Material Sales

Subject: Bid Case #S 4356 Item(s) Empty 55 Gal. Drums Order No. 13238

This is to advise you that your bid on the above Sales Case has been accepted.

Amount Due \$ 1,102.00 .

Delivery or shipping instructions must be furnished to LMSC within fifteen (15) days from date of this letter.

All Items are sold on an "as is", "where is" basis. This office cannot assume any responsibility for movement or safe delivery from its present location.

The Terms of this sale are:

#### ( XX) NET CASH ON RECEIPT OF DELIVERY

Payments may be made by Cash, Cashier's Check or Money Order at time of delivery, or by mail to Lockheed Missiles & Space Company, Inc., P.O. Box 504, Sunnyvale, CA 94086, 0/41-20 B/514, Attn: Bruce Logsdon. Payments made by mail must be received at least one (1) day prior to pickup or shipment. Please reference the Bid Case Number and the Material Sales Order Number on Check or Money Order.

#### ( ) NET CASH ON RECEIPT OF INVOICE

You will be billed. Payments to be made upon receipt of invoice.

- ( ) PLEASE COMPLETE THE ENCLOSED SCRAP WARRANTY FORM AND RETURN IT TO THIS OFFICE.
- ( ) THE ENCLOSED INDEMNIFICATION FORM MUST BE COMPLETED AND RETURNED TO LOCKHEED MISSILES & SPACE CO., INC. PRIOR TO SHIPMENT OF AWARDED MERCHANDISE.

LOCKHEED MISSILES & SPACE COMPANY, INC.

Bruce Logsdon

Material Sales, 0/41-20

Bldg. 514. Phone (408) 743-0226

# SALES ORDER

LOCICHEED MISSILES 

		P. D. 86X (	IM & SUIDITYALE, CALIFORNIA & \$4084	٠.	
Apri'	L <b>6</b> , 198	SISTRME 7.6,//PC	CHARLES AND THE PERSON MALLE PERSON	228	19146 CON 160L EG.
IZIZ	Thomas	m Co. Inc. Avenue o, CA 94124	CHARGE 74		
MIF VIA			FERRE	<del></del>	
QUANTITY	UNIT		Met Cash on deliver	UNIT COST	TOTAL PRICE
1	Lot	SALE OF LASC OWNED I EMPTY 55 GALLON DRUM Ref: RTS 3749 CREDIT: 90-8605-4120	HS (200)		\$1,102.00
		eusn11: 20-0000-4150		;	·
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ONSTONEE NOT	E: Title to	items er materini seid ebeve obnit SPACE COMPANY, BrC., estendin	pure upon delivery in buper (or carrier) of coller's plan o: Shipping, NOT LATER TEAN TEN (16) DAYS be	i. Quantity varia	nces must be repe wipt of this shipm

#### DIDENSIFICATION

Super estimowledges (1) receipt of the above described articles, (3) that so representation has been made by Lockheed Maniles is Space Company, Inc. Buyer seimowindges (1) moreist of the above described articles, (3) that so represention has been made by Lockhood Bicalies & Space Company, Inc. (LMSC) as to the condition of said critices, (3) that Buyer has seminade said suitates and independent that the same may be hasered; (4) That Ball articles are purchased by Buyer "as is" and "there is" and with no warranty that Bald articles are merchanted of pit for any particular purpose, and (5) That Bald articles hay violate omia standards or other pederal destate each every rules and that buyer acknowledges this fact and agrees to hold locking a described articles and the oppi rules and described and agrees and agents of either or them presents and acknowledges the south of them presents are and described and agrees are also been successful acknowledges. Moreigness are an acknowledges the successful articles and described articles are company and acknowledges the successful articles and described articles. AS A PART OF THE CONEIDERATION OF THE PURCHASE TO INDEEDS BY THE FROM ART LIABILITY ARRENG FROM SUCH VIOLATIONS. SUYER AGRES!

AS A PART OF THE CONEIDERATION OF THE PURCHASE TO INDEEDS BY, HOLD HARLESS AND DEPEND LOCKHEED ASSCRIPT CORPORATION

LINIC, AND THE OFFICERS, AGENTS AND EMPLOYEES OF EITHER OR SOTH OF THEM FROM AND AGAINST ANY CLAIM, LOSS, COST., EXPENSE

(INCLUDING ATTORNEY'S FREST OR LIABILITY (INCLUDING BUT NOT LIBITED TO LIABILITY ARRINING FROM THE MEGLIGENCE OF LINIC) BY

REASON OF PROPERTY DAMAGE OR PERSONAL INJURY (INCLUDING DEATH) TO ANY PERSON (INCLUDING SUT NOT LIBITED TO SUYER, IT!

CUSTOMERS, EMPLOYEES AND OTHER THIRD PARTIES) OF WHATEVER HATURE OR END RESULTING FROM THE PURCHASE, USE, RESALI

ECIAL INSTRUCTIONS		L	CONT	AMERS	CON	TAINER DIMEN	SIONS
•		MARKS	TYPE	STOLE DESCRIP	LENGTH	E1974	#EI BHT
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				D.S.	Yaughan		
Division of Present of	ears.	6. 17	DEEC   743	er		anft.	

### RECEIVING\_TICKET

# BAY AREA DRUM CO. Inc.

#### Drums Bought, Sold and Reconditioned

1212 THOMA	S AVENUE SAN FRANCISCO, CA 94124 PHONE: [415] 822-3955
PURCHA	SED   INVENTORY
Date	22-82
Received from	27-87 LOCK 16-6-d Nº 1815
Address	
Acct. of:	
QUANTITY.	DESCRIPTION
	55 GAL = 1 OIL TOP BUNG
_200	55 GAL. # 2 OIL TOP BUNG
	55 GAL. DEHEADERS SHORT
	55 GAL DEHEADERS TALL
	55 GAL JUNKERS Dev 1/17/1/2
	55 GAL JUNKERS PAR 4/26/83
	55 GAL. F.O.T. L.L. SHORT
, , , , , , , , , , , , , , , , , , ,	55 GAL F.O.T. 17H
	55 GAL. F.O.T. BOLT TALL
	55 GAL. F.O.T. BOLT SHORT
	55 GAL. F.O.T. ADG.
	30 GAL. OIL # 1
	30 GAL. OIL DEHEADERS
	30 GAL. F.O.T. BOLT
	30 GAL F.O.T. LL
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1001	TOTAL COM
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& SPACE COMPANY

#### INVITATION TO BID

P.S. 362 364 BUNKTYALE, CALIFORNIA \$4088

April 5, 1983

S-4482

Subject to the instructions and provisions herein contained, including the terms and conditions stated upon the reverse side hereal, Lackheed Aircraft Corporation, on behalf of the Lockheed Missiles & Space Company, will receive bids, for the purchase of Government award or controlled property described below end/er on the attached list.

Bids will be opened in the presence of bidders and Air Force end/or Navy representatives of Lockheed Missiles & Space Company, MILPITAScillity, of 1:00P M. April 27, 1983. The undersigned (hereinafter sometimes referred to as "Bidder") submits the following bid or bide.

TEN NO.	ARTICLES FOR SALE	EST. QTY.	T		TOTAL BID
1	EMPTY 55 GALLON DRUMS (200) each in lot Ref: RTS #03817 Condition: Used Good	1	LO	\$452	
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Bid forms should be legibly written and ONE () executed copies returned to Lockheed in the enclosed envelope. If you do not wish to bid on the described property then return the enclosed envelope merked "NO BIO" and your return address, to indicate your desire to remain an our bidders list.

Property is located at Reclamation Yard. Sunnyvale Complex
Property may be inspected from YAM. To TIAM. and C.P.M. To J.P.M. Mandays Privage Fridays, holidays excepted.

#### GENERAL SALES TERMS AND CONDITIONS

- INSPECTION. The Bidder is invised, urged and cautioned to inspect the
  property to be sold prior to submitting a bid. Property will be available for
  inspection at the places and since specified in the Invitation. In no case will
  failure to inspect constitute grounds for the withdrawal of a bid after opening.
- 2. CONDITION AND LOCATION OF PROPERTY. Unless otherwise specifically provided in the Invitation, all property listed therein is offered for sale "as is" and "where is". If it is provided therein that Lockbeed Aircraft Corporation on behalf of the Lockbeed Missiles and Space Company (hereinsiles referred to as Lockbeed shall load, then "where is" means 1.0.b. convictions at the point specified in the Invitation. The description is based on the best available information. However, Lockbeed makes no warranty, express or implied, as to quantity, kind, character, quality, weight, sits, or description of any of the property or its stream for any use or purpose. Except as previded in Conditions No. 8 and 10, no request for adjustment in price of for rescitation of the sale will be considered. This is not a sale by sample.
- 3. CONSIDERATION OF BIDS. The Bidder agrees that his bid will not be withdrawn within the period at time specified for the acceptance thereof following the spaning of bids (sinty 66) calendar days if no period is specified by Lockheed or by the Bidder, but not lets than (10) calendar days in any case) and that during such period his bid will remain firm and irrevorable. The right is reserved to reject any or all bids, to waive any technical defects in bids, and unless otherwise specified in the offseing or by the Bidder, to accept any one item or group of items in the bid. Unless the Invitation otherwise provides, bids may be submitted on any or all items. However, unless the Invitation otherwise provides, a bid exvering any listed item must be submitted on the basis of the unit specified for that item and must cover the rotal number of units designated for that item. In case of error in the extension of prices, unit prices will govern.
- 4. PAYMENT. Purchasee agrees to pay for property awarded to him in accordance with the paices quoted in his hid. Payment of the full purchase price, subject to any adjustment pursuant to Condition No. 8, must be made within the time specified for removal and price to delivery of any of the property. In the event that any adjustment it made pursuant to Condition No. 8, payment must be completed immediately subsequent to such adjustment. The halance of the purchase price after applying the total hid deposit made by purchaser (if a bid deposit was required) under the Invitation (or otherwise the full purchase price) shall be paid to Lockheed in lawful monay of the United States of America. Lockheed reserves the right to apply any hid deposits made under this Invitation for Bid. In those intrancer where the total sum becoming due to Lockheed from the Purchaser on a contract awarded by Lockheed under this Invitation for Bid. In those intrancer where the total sum becoming due to Lockheed from the Purchaser on a contract awarded to him under the Invitation for Bid. In those intrancer where the total sum becoming due to Lockheed from the Purchaser on a contract awarded to him under the Invitation for Bid. Deposits accompanying bids which are not accepted shall be promptly refunded.
- 3. TITLE. Unless otherwise specified in the lavitation, title to the items of property told hereunder shall test in the Purchater at and when full and final payment is made, except that if the Invitation provides that fooding will be performed by Lockheed, title shall not vest until such payment and loading are completed. On all motor vehicles and motor propelled or motor-drawn equipment requising licensing, a certificate of release. Standard Furns 37, Certificate of Release of a Motor Vehicle, executed by the Contracting Officer for a State certificate of title), shall be Juenished for each vehicle and piece of equipment.
- 5. DELIVERY AND REMOYAL OF PROPERTY. Unless otherwise specified in the invitation, the Furchaser shall be entitled to obtain the property upon venting of rith of the property in him. Delivery shall be made at the designated location, and the Purchaser shall remove the property at his expense within the period of time originally specified in the Invitation or within such additional time as may be allowed by Lockheed. The Purchaser shall reimburse Lockheed for any damage to Lockheed's property caused by the removal operations of the Purchaser, if the Purchaser is parasitived by Lockheed to remove the property after the expiration of the period prescribed or allowed for removal. Lockheed, without limiting any other rights which it may have, may require the Purchaser to pay a reasonable storage charge.
- 7. DEFAULT. If the successful Bidder fails to make full payment, to remove property on the specified date, or to comply with any other terms and conditions thereof, the right is reserved to sell or otherwise dispose of any or all such property and to charge losses and expenses incidental thereto to the secount of the defaulting Bidder. The bid deposit (if required in the Invisation) shall be applied against any such losses and expenses.

- 1. ADJUSTMENT FOR VARIATION IN QUANTITY OR WEIGHT. When property is sold on a "unit price" basis, Lockheed reverse the right to vary the quantity or weight delivered by fifteen peternt (15%) from the quantity, or weight listed in the fluctation; and the Purchaser agrees to accept delivery of any quantity or weight within these limits. The purchase price shall be adjusted upwards or downwards in accordance with the until price and on the basis of the quantity or weight actually delivered. No adjustment for variation shall be made where property is sold on a "price for the lot" basis.
- 9. WEIGHING. Unless otherwise specified, when weighing is necessary to determine the exact purchase price hereunder. Lockheed shall arrange for and pay all expenses of weighing material. All switching thatget shall be paid by the Parchaset. When removal is by truck, weighing shall be subject to supervision and accomplished on (a) Lockheed scales, (b) certified scales, or (c) other scales acceptable to both parties. When removal is by rail, weighing shall be on railcoad track scales or by other means acceptable to the railcoad for freight purposes. Approved weighing shall stabilish the exact purchase price and govern the making of full payment thereon.
- 18. RISK OF LOSS. After mailing notice of award and prior to the date specified for removal. Lockheed shall be responsible only for the energies of reasonable care for the protection of the property. After passage of title and after the date specified for removal of the property or any extension approved in writing by Lockheed, all risk of loss, damage, or destruction from any cause whatsoever shall be borne by the Poschaser.
- LIMITATION ON LOCKHEED AND GOVERNMENT LIABILITY. The
  mesters of Lockheed and Government liability in any case when liability of
  Lockheed and the Government to the Forchases has been established shall not
  exceed refund of such portion of the purchase price as Lockheed may have
  received.
- ORAL STATEMENTS AND MODIFICATIONS. Any oral statement or representation by any representative of Lockheed changing or supplementing the contract or any Condition thereof is unauthorized and shall confer no right upon the Purchaser.
- (5. ELIGIBILITY OF BIDDERS. The Bidder certifies that he is not: (1) a civilian employee of the Department of Defense or the United States Coast Guard whose duties include any functional or supervisory responsibility for disposal of Lockbeed's Government-owned inventory; (2) a member of the Anmel Forces of the United States Coast Guard, whose duties include any functional or supervisory responsibility for disposal of Lockbeed's Government-owned inventory; (3) a Lockbeed employee; (4) an agent, employee or immediate member of the household of personnel in (1), (2) and (3) above.
- 14. CLAIMS LIABILITY. The Purchaser or Bidder agrees to save Lockheed and the Government harmless from any and all claims, demands, actions, debts, liabilities, judgments, rosts and attorney's fees attising out of, claimed on account of, or in any minimum predicated upon lost of or damage to property of and injuries to or the death of any and all persons whatsoever, in any mennes caused or contributed to by the Purchaser or Bidder, their agents, servants of employees, while in, upon, or about the sale or the property site on which the property sold or offered for sale is located, or while going to or departing from such attest and to save Lockheed and the Government harmless from and on account of damages of any kind which Lockheed may suffer as the result of the acts of any of the Purchaser's agents, servants, or employees while it or about the said sites.
- 15. SALES AND USE TAX LIABILITY. In addition to the purchase price Bidder shall pay to Lockheed the amount of any tax which Lockheed may be required to pay or collect as a result of the sale to or use by Bidder of property purchased by Bidder hereunder. All such rares will be itemised separately or the billing document. The United States Government will not be responsible for the collection of any taxes applicable to the sale.
- 16. SCRAP WARRANTY. With respect to all items of property purchased behidder which are designated herein as scrap, Bidder agrees to execute a acray warranty in the form outlined in DD Form 1639, Scrap Warranty (illustrates in F.06,1649 of the ASPR), unless the requirement is waived by the Government in accordance with Section 24-204.5 of the ASPR.

#### GENERAL INFORMATION

1. SPECIAL CONDITIONS OF SALE. See cover sheet for information regarding any special sales conditions.
2. SCBMISSION OF BIDS. Bidders are encouraged to mail bids to allow receipt at Lockheed at least one day goint to bid opening. No bid or modification thereof receive after the time set for opening will be considered except when a bid or modification retrieve by mail after the time set for opening, but before award is made, and it is determined that non-arrival on time was due solely to delay in the mails for which the bidder was not responsible. Telegraphic bids will NOT be accepted, However telegraphic amendments to an acceptable bid may be considered provided the telegram is received by Lockheed prior to bid opening.

TIE BIDS. In the event was or more bids are nied as the high bid, award will be decided by a drawing or tous of coins, conducted by Government or Lockheed personne.

BID INFORMATION. No information will be furnished as to the results of bids on any stem until twenty four (24) hours after the bid opening.

In compliance with the above invitation for bids and subject to all of the instructions and the Sales Terms and Conditions hereof, it cluding any Special Conditions of Sale, the undersigned offers and agrees to purchase the property at the bid price noted on the invitation to bid, if this bid be accepted within <u>15</u> calendar days after date of bid opening. (See Condition 3).

SIGNATURE TITLE TELEPHONE NO.  ADDRESS STATE STATE		TELEPHONE NO.
ADDRESS STATE ORDERS SESANC CERTIFICATE		
		AND STATE MESALE CERTIFICATE A
Bid(s) with respect to Item(s) No.	pect to Item(s) No.	

APPROVED FO	R AIR FORCE OR NAVY	LOCKHI	EED MISSILES & SPACE COMPANY, INC.
87	1	BY .	1
TITLE	DATE	TITLE	DATE
	· ·——		

Date	April	28,	1983

Lickheed

Material to be picked up before May 13, 1983

MISSILES & SPACE COMPANY,

INC.

Bay Area Brum Co. 1212 Thomas Ave. San Francisco, CA 94124

Gentlemen:

Material

Sales

Subject: Bid Case #S -4482 Item(s) 1 lot Fmpty 55 Gal Drums Order No. 22712

This is to advise you that your bid on the above Sales Case has been accepted.

Amount Due \$ \_\_\_904.00\_.

Delivery or shipping instructions must be furnished to LMSC within fifteen (15) days from date of this letter.

All Items are sold on an "as is", "where is" basis. This office cannot assume any responsibility for movement or safe delivery from its present location.

The Terms of this sale are:

#### ( XX) NET CASH ON RECEIPT OF DELIVERY

Payments may be made by Cash, Cashier's Check or Money Order at time of delivery, or by mail to Lockheed Missiles & Space Company, Inc., P.O. Box 504, Sunnyvale, CA 94086, 0/41-20 B/514, Attn: Bruce Logsdon. Payments made by mail must be received at least one (1) day prior to pickup or shipment. Please reference the 8id Case Number and the Material Sales Order Number on Cashier's Check or Money Order.

#### ( ) NET CASH ON RECEIPT OF 1MYOICE

You will be billed. Payments to be made upon receipt of invoice.

- ( ) PLEASE COMPLETE THE ENCLOSED SCRAP WARRANTY FORM AND RETURN IT TO THIS OFFICE.
- ( ) THE ENCLOSED INDEMNIFICATION FORM MUST BE COMPLETED AND RETURNED TO LOCKHEED MISSILES & SPACE GO., INC. PRIOR TO SHIPMENT OF AWARDED MERCHANDISE.

pd 5/9/83 cp# 3617 LOCKHEED MISSILES & SPACE COMPANY, INC.

Bruce Logsdon

Material Sales, 0/41-20

Bldg. 514, Phone (408) 743-0226

#### MATERIAL SALES ORDER Custones 3.4./IS April 28, 190 . A. CHARGE TO Bar Area Drum Co. 1212 Thomas Ave. San Francisco, CA 54124 Customer Pickup Not cash on receipt of delivery QUANTITY UNIT MATERIAL DESCRIPTION M17 20\$1 TOTAL PRICE SALE OF LHSC OWNER HTL. (DRUMS) \$-4402

\$ 904.00

1

Let

EMPTY SE BALLON DRUMS (200)

Ref: RTS #03617

CREDIT: 90-8605-4120

CONSIGNEE NOTE: Title to tioms or material sold above shall pass upon delivery to buyer (or carrier) at solice's plant. Quantity variances must be reported to LOCKNEED MISSILES & SPACE COMPARY, M.G., eliention; Shipping, NOT LATER THAN TEN (10) DAYS following your receipt of this chipment.

#### DIDENNIFICATION

Buyer acknowledges (1) receipt of the above described articles, (2) that no representation has been made by Lockheed Missiles & Space Company, Inc. Buyer acknowledges (1) receipt of the above described articles, (2) that he represented have been made by Lockheed Missiles & Space Company, Les. (LMSC) as in the condition of said uniteles, (3) that Buyer has examined each orticles and understands that the same may be becorded, (4) THAT SAID ARTICLES ARE PURCHASED BY BUYER "AS IS" AND "WHERE IS" AND WITH NO WARRANTY THAT SAID ARTICLES ARE NEXCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE, AND (5) THAT SAID ARTICLES MAY VIOLATE OWAS STANDARDS OF OTHER FEDERAL OR STATE SAFETY RULES AND THAT BUYER ACKNOWLEDGES THIS FACT AND AGREES TO HOLD LOCKHEED AIRCRAFT CORPORATION, LINC AND THE OFFICE THIS LOCK THE PROPERTY AND AGREES TO HOLD LOCKHEED AIRCRAFT CORPORATION, LINC AND THE OFFICE THIS LOCK THE PROPERTY AND AGREES TO HOLD LOCKHEED AIRCRAFT CORPORATION, LINC AND THE OFFICE THIS LOCK THE PROPERTY AND AGREES TO HOLD LOCKHEED AIRCRAFT CORPORATION. RULES AND THAT BUTER RESIDENCE THIS FACT AND AUREST TO HULE LOCKREED AIRCRAFT CURPURATION, LINE AND THE UPPE CERS, EMPLOYEES AND AGENTS OF EITHER OR BOTH OF THEM FREE FROM ANY LIABILITY ARISING FROM SUCH VIDLATIONS. BUYER AGREES AS A PART OF THE CONSIDERATION OF THIS PURCHASE TO INDEMNIFY, HOLD HARMLESS AND DEFEND LOCKHEED AIRCRAFT CORPORATION, LMSC, AND THE OPFICERS, AGENTS AND EMPLOYEES OF STIMES OR SOTH OF THEM FROM AND DEFERM LOCKHEED AIRCRAFT CORPORATION, (INCLUDING ATTORNEY'S PESS) OR LIABILITY (INCLUDING BUT NOT LIMITED TO LIABILITY ARRING FROM THE MEGLIGENCE OF LNIC) BY REASON OF PROPERTY DAMAGE OR PERSONAL INJURY (INCLUDING DEATH) TO ANY PERSON (INCLUDING BUT NOT LIMITED TO SUYER, ITS CUSTOMERS, EMPLOYEES AND OTHER THIRD PARTIES) OF WHATEVER NATURE OR EIND RESULTING FROM THE PURCHASE, USE, RESALE

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# RECEIVING TICKET

# BAY AREA DRUM

# Drums Bought, Sold and Reconditioned

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PURCHAS			
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Address			
Acct. of:			
QUANTITY.	DESCRIPTION		
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	55 GAL. # 2 OIL TOP BUNG		
	55 GAL DEHEADERS SHORT		
	55 GAL DEHEADERS TALL		
	55 GAL JUNKERS	·····	
	55 GAL. F.O.T. L.L. TALL	···	
	55 GAL. F.O.T. L.L. SHORT		
	55 GAL F.O.T. 17H	<del> </del>	
	55 GAL. F.O.T. BOLT TALL		<del> </del>
	55 GAL. F.O.T. BOLT SHORT		7
	55 GAL. F.O.T. ADG.		
	30 GAL. OIL # 1	4	//
	30 GAL. OIL DEHEADERS	-1-/-	<del>/</del>
<del></del>	30 GAL. F.O.T. BOLT	-/-/	<del> </del>
	30 GAL. F.O.T. L.L.	//	
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7001	TOTAL		<del></del>

### MATERIAL. SALES OPDED

#### LOCKHEED MISSILES & SPACE COMPANY, INC.

No. 22895

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IONES NOT	E: Title te	tions or material said abor- SPACE COMPANY, INC	o ekali pasa upon dalivory is silention: Ekipping, HOT L	buper (gr e	carrier) es sellor's plans, Q. M. TRN (14) DAYS (11)	untity varies	cos muet he rep

#### DIDENDIFICATION

DIDEMIFICATION

Super acknowledges (1) receipt of the above dependent actions, (2) that we representation has been made by Lackhead Missiles & Space Company, Inc. (LMIC) as to the condition of sold articles, (3) that Buyer has examined said articles and underwands that the tame may be hasardoup, (4) THAT SAID ARTICLES ARE PURCHASED BY BUYER "AS IS" AND "WHERE IS" AND WITH NO WARRANTY THAT SAID ARTICLES ARE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE, AND (5) THAT SAID ARTICLES MAY VIOLATE ORDER STANDARDS OR OTHER FEDERAL OR STATE SAFETY RULES AND THAT BUYER ACKNOWLEDGES THIS FACT AND ARREES TO HOLD LOCKHEED AIRCRAFT CORPORATION, LMIC AND THE OFFICERS, EMPLOYEES AND AGENTSOF EITHER OR BOTH OF THEM PREE FROM ANY LIABILITY ARRING FROM SICH VIOLATIONS. SUYER AGREES AS PART OF THE COMBIDERATION OF THIS PURCHASE TO INDEMNIFY, HOLD HARMLESS AND DEFEMD LOCKHEED AIRCRAFT CORPORATION, LMIC, AND THE OFFICERS, AGENTS AND EMPLOYEES OF SITHER OR BOTH OF THEM FROM AND AGAINST ANY CLAM, LOSS, COST, EXPENSE (INCLUDING ATTORNEYS FRESO OR LIABILITY (INCLUDING BUT NOT LIBITED TO LIABILITY ARRING FROM THE MIGLIORNIC OF LMIC) BY REASON OF PROPERTY DAMAGE OR PERSONAL INJURY (INCLUDING DEATH) TO ANY PERSON (INCLUDING BUT NOT LIBITED TO BUYER, ITS CUSTOMERS, EMPLOYEES AND OTHER TIGRO PARTIES) OF WHATEVER NATURE OR END RESULTING FROM THE PURCHASE, USE, RESALE CUSTOMERS, EMPLOYEES AND OTHER THIRD PARTIES) OF WHATEVER NATURE OR END RESULTING FROM THE PURCHASE, USE, RESALE AND/OR POSSESSION OF SAID ARTICLES OR ANY OF THEM.

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**東海山大学科学**山東

SE DE LIM

# REA DRUM CO. Mc.

# Drums Bought, Sold and Reconditioned

1212 THOMAS	AVENUE SAN FRANCISCO, CA 94124	PHONE: (415	9 022-3955
PURCHA!	SED [ INVENTORY		
Date 10-	14-83	Nº .	2905
Received from	LOCKHEND		
Address			
Acct. of:			
QUANTITY,	DESCRIPTION		
	55 GAL = 1 OIL TOP BUNG		
200	55 GAL = 2 OIL TOP BUNG		
	55 GAL. DEHEADERS SHORT		
	SS GAL. DEHEADERS TALL		
	55 GAL JUNKERS		
,	55 GAL. F.O.T. L.L. TALL		
	55 GAL. F.O.T. L.L. SHORT		
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	55 GAL. F.O.T. SOLT TALL	<del> </del>	
<del></del>	55 GAL. F.O.T. BOLT SHORT		
	55 GAL. F.O.T. ADG.		
	30 GAL. OIL # I		
i	30 GAL. OIL DEHEADERS		
	30 GAL. F.O.T. BOLT		<u></u>
	30 GAL, F.O.T. L.L.		
200	TOTAL A		

Lockheed MISSILES & SPACE COMPANY

# INVITATION TO BID

F.S. 144 584 SUMMYYALE, CALIFORNIA MOSE

Date:

OCTOBER 12, 1984

Cuso No.: 5-4699

Subject to the Instructions and provisions herein contained, including the terms and conditions stated upon the reverse olds hereof, Leckhood Aircraft Corporation, on behalf of the Lockhood Missiles & Space Company, will receive bids, for the purchase of Government sweed or controlled graperty

Bids will be opened in the presence of bidders and Air Force and/or Navy representatives of Lockhood Missifes & Space Company, MILPITAS facility, # 1:00pM. OCTOBER 31. 19 84. The undersigned (kereinafter sometimes referred to as "Bidder") submits the following bid or bids.

TEM HO.	OUDM. OCTOBER 31, 19 84. The undersigned (kereinelier sometimes re	EST, QTY,	UNIT	PID PER UNIT	TOYAL BID
1	EMPTY 55 GALLON DRUMS (200 each in lot)	1	LOT		
	Ref: RTS #03913 Condition: Used Good				
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Bid forms should be legibly written and ONE(1) executed copies returned to Lockbood in the anclosed envelope. If you do not wish to bid on the described property than return the enclosed envelope marked "NO BID" and your return address, to indicate your dealers to remain an our bidders list. Property is faceted at RECLAMATION YARD, SUNNYVALE, CA.

Property may be inspected from 9 A.M. to 11A.M. and 1 P.M. to 3 P.M. Mendays through Entdays, holidays excepted,

For information context BRUCE LOGSDON, Phone: (408) 743-0226
All property purchased must be removed within PIFTEEN(15) calender days of

calender days after mailing of natice of acceptance.

#### **GENERAL SALES TERMS AND CONDITIONS**

- INSPECTION. The fillder is invited, urged and crutioned to inspect the
  property to be sold prior to submitting a bid. Property will be available for
  inspection at the places and times specified in the Invitation. In no case will
  failure to inspect constitute grounds for the withdrawal of a bid after opining.
- 2. CONDITION AND LOCATION OF PROPERTY. Unless otherwise specifically provided in the Invitation, all preperty listed therein is offered for sale "us is" and "where is". If it is provided therein that Lockheed Aircraft Corporation on behalf of the Lackheed Minites and Space Company (herninafter referred to as Lockheed) shall load, then "where is" means i.o.b. conveyance at the point specified in the Invitation. The description is based on the best smallable information. However, lockheed makes no warranty, express or implied, as to quantity, bind, character, quality, weight, size, or description of any of the property or its fitness for any use or purpose. Except as provided in Conditions No. 3 and 10, no request for adjustment is price or for reactions of the sale will be considered. This is not a sale by sample.
- J. CONSIDERATION OF RIDS. The Bidder agrees that his bid will not he withdrawn within the period of time specified for the acceptance thereof following the opening of hids takeny (60) calendar days if no period in specified by Lockheed or by the Bidder, but not less than 110) calendar days in any case) and that during such period his bid will remain from and irrevocable. The right is reserved to reject my or all bids, to waive any tribuical defects in bids, and unless otherwise specified in the offering at by the Bidder, to accept any one item or group of icens in the bid. Unless the Invitation otherwise provides, bids may be abounted on any or all licens. However, onless the Invitation otherwise provides, a bid covering any listed item must be submitted on the best of the unit specified for that item and sum cover the total number of units designated for that item. In case of cross in the extension of prices, unit prices will govern.
- 4. PAYMENT. Purchaser agrees to pay for property awarded to him in accordince with the prices quoted in his bid. Payment of the full purchase price, subject to any adjustment pursuant to Condition No. 3, must be made within the time specified for removal and prior to delivery of any of the property. In the avent that any adjustment is made pursuant to Condition No. 8, payment must be completed intenditiely subsequent to much adjustment. The balance of the purchase price after applying the total bid deposit made by purchaser (if a bid deposit was required) under the Invitation (or otherwise the full purchase price) shall be poid to Lockheed in lawful among of the United States of America. Lockheed reserves the right to apply say bid deposits made under this Invitation by a Bidder against any amount fue Lockheed under a contract awarded by Lockheed under this Invitation for Bid, in those instances where the total seas becoming due to Lockheed inclination for Bid, in those instances where the confi seas becoming due to Lockheed inclination for Bid, in those instances where the confi seas becoming due to Lockheed inclination for Bid, in these instances where the confi seas because the promptly refunded. Deposits accompanying bids which are not accepted shall be promptly refunded.
- 5. TITLE. Unless otherwise specified in the Invitation, thele to the items of property sold hereunder shall vest in the Purchaser as and when full and final payment is made, except that if the Invitation provides that loading will be performed by Lockberd, title shall not vest until rach payment and loading see completed. On all except vehicles and motor-propelled or motor-drawn equipment requiring licensing, a certificate of release. Sandard Form 97, Cartificate of Release of a Motor Vehicle, executed by the Contracting Officer (or a Suot certificate of title), shall be furnished for each vehicle and pircs of equipment.
- 6. DELIVERY AND REMOVAL OF PROPERTY. Unless otherwise specified in the lavitation, the Purchaser shall be entitled to obtain the property upon verting of title of the property in him. Delivery shall be made in the designated location, and the Purchaser shall remove the property at his expense within the period of time originally specified in the Invitation or within such additional time as may be allowed by Lockheed. The Purchaser shall resinantse Lockheed for any damage to Lockheed's property caused by the removal operations of the Purchaser. If the Purchaser is permitted by Lockheed to remove the property ster the expiration of the period prescribed or allowed for removal. Lockheed, without limiting any other clights which it may have, may require the Purchaser to per a ransonable storage charge.
- 7. DEFAULT. If the successful Bidder fails to make full payment, to remove property on the specified date, or to comply with any other terms and conditions thereof, the right is reserved to self or otherwise dispose of any or all such property and to charge losses and expenses locidental thereto to the account of the defaulting Bidder. The bid deposit (if required in the invisation) shall be applied against any such losses and expenses.

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- 8. ADJUSTMENT FOR VARIATION IN QUANTITY OR WEIGHT. When property is sold on a "unit prior" basis, Lockbeed reserves the right to vary the quantity or weight delivered by fifteen servent (15%) from the quantity or reight intel in the levication; and the Juncheser spreas to accept edivery of any quantity or weight within these limits. The purchase price shall be adjusted toghunds or downwards in accurdance with the unit prior and on the basis of the quantity or weight actually delivered. No adjustment for variation shall be made where property is sold on a "price for the lot" basis.
- 9. WEIGHING. Unless otherwise specified, when weighing is necessary to determine the exact purchase price hereunder, Lockhood shall arrange for and pay all expenses of weighing sasterial. All twitching charges shall be paid by the Purchaser. When removal is by crock, weighing shall be reblect to supervision and accomplished on (a) Lockhood scales, (b) certified scales acceptable to be both paries. When removal is by rail, weighing shall be on railroad track scales acceptable to the railroad for freight purposes. Approved weighing shall establish the exact purchase price and govern the matting of full payment thereon.
- 18. RISK OF LOSE. After mailing notice of award and prior to the due specified for removal. Lockberd shall be responsible only for the exercise of resonable care fee the protection of the property. After passage of title and after the date specified for transval of the property or any satisfion approved in writing by Lockberd, all risk of loss, damage, as destruction from any cause whatsoever shall be borns by the Purchaser.
- 12. LIMITATION ON LOCKHEED AND GOVERNMENT LIABILITY. The measure of Lockheed and Government liability in any case when liability of Lockheed and the Government to the Purchaser has been established shall not exceed refund of such persion of the purchase price as Lockheed may have received.
- 12. OBAL STATEMENTS AND MODIFICATIONS. Any oral statement or representation by any representative of Lockhard changing or supplementing the contract or any Condicion thereof is unsuborized and shall confer no right upon the Purchaser.
- 13. ELIGIBILITY OF BIDDERS. The Bidder certifies that he is not: (1) a civilian employee of the Department of Defense or the United States Coast Guard whose desites (achade any functional or repervisory responsibility (or disposal of Lockhaed's Government-owned inventory; (2) a member of the Armed Forces of the United States, including the United States Coast Guard, whose desites include any functional to supervisory responsibility for disposal of Lockheed's Government-owned inventory; (3) a Lockheed employee; (4) an agent, employee or immediate member of the household of personnel in (1), (2) and (3) above.
- 14. CLAIMS HABILITY. The Purchaser or Bidder agrees to save Lockheed and the Government harmless from any and all claims, demands, actions, debts, liabilities, judgments, costs and attorney's fees athing out of, claimed on account of, or in any manner predicted upon loss of or damage to property of, and injuries to or the death of any and all persons whenever, in any summer caused or contributed to by the Parchaser or Bidder, their agents, servants or employees, while in, upon, or about the sale or the property side or which the property sold or ofered for sale is located, or while point to or departing from such areas; and to save Lockheed and the Government harmster from and on account of damages of any kind which Lockheed say suffer as the result of the acts of any of the Parchaser's agents, servants, or employees while in or about the said sites.
- 15. SALES AND USE TAX LIABILITY. In addition to the purchase price, Bidder shall pay to Lockheed the amount of any tax which Lockheed may be required to pay or collect as a result of the sale to or use by Bidder of property purchased by Bidder herespader. All such more will be intrained separately on the billing document. The United States Government will not be responsible for the collection of any taxes applicable to the sale.
- 16. SCRAP WARRANTY. With respect to all items of property purchased by bidder which are designment becein as acrap. Bidder agrees to execute a acrap warranty in the form outlined in DD Form 1659. Scrap Warranty (illustrated in Food, 1659 of the ASPR.), priess the requirement is weived by the Government is accordance with Section 24-204.5 of the ASPR.

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#### GENERAL INFORMATION

1. SPECIAL CONDITIONS OF SALE. See cover sheet for information regarding any special tales conditions.
2. SUBMISSION OF BIDS. Bidders are encouraged to stail hids to allow receipt at Lockheed at least one day prior to hid opening. No bid or modification thereof receives after the time set for opening will be considered except when a bid or modification arrives by small after the time set for opening, but before award it is determined that non-actival on time was due toolely to delay in the mills for which the bidder was not responsible. Talegraphic hims will NOT be accepted. However trieggraphic amendments to at acceptable bid may be considered provided the telegraph in the first termination of the condition of the provided of the condition of the second opening.

THE BIDS. In the event two or more bids are tied as the high bid, award will be decided by a drawing or tost of covins, conducted by Government or Lockheed personnel 4. BID INFORMATION. No information will be furnished as to the results of bids on any item until twenty four (26) bours after the bid opening.

In compliance with the above invitation for blds and subject to all of the instructions and the Sales Terms and Conditions hereof, in cluding any Special Conditions of Sale, the undersigned offers and agrees to purchase the property at the bid price noted on the invitation to bid, if this bid be accepted within 12 calendar days after date of bid opening. (See Condition 3).

BIDDER (FIRM HAME)			DATE
BI SH ATORE		TITLE	TELEPHONE NO.
YDDWLIB		CITY AND STATE	RÉBALÉ CERTIFICATE NO
			l l
•	1-7	efs) avered and upon the Conditions co	ntained becain.
•	1-7	e(s) quoted and upon the Conditions co Y LOCKHEED	
(Is) (ere) hereby occe	pted by Lackheed at the pric	• • •	nteined herein.  MISSIL ES & SPACE COMPANY, INC.

Lockheed Martin Space Systems 1111 Lockheed Martin Way Sunnyvale, CA 94089



#### Exhibit B

# LOCK 1890 Missiles & Space Company, Inc.

1111 Lockheed Way, Sunnyvale, California 94069-3504 canica Gan

July 17, 1992 92,4710-30509

Ms. Monica Gan
Staff Services Analyst
Site Mitigation Branch
Cal-EPA, Dept. of Toxic Substances Control
700 Heinz Ave., Bldg. F
Berkeley, CA 94710

OUL X 0 1952

SUBJECT: RESPONSE TO DTSC LETTER, DATED 5/22/92, REQUESTING INFORMATION FROM COMPANIES WHO DID BUSINESS WITH BADC

#### REFERENCES:

- (1) LETTER TO DTSC FROM H. K. WILLARD, LMSC, DATED 6/4/92; REQUEST FOR COPY OF ALL DTSC RECORDS ON TRANSACTIONS BETWEEN BADC AND LOCKHEED AND REQUEST FOR TIME EXTENSION TO RESPOND TO DTSC LETTER DATED 5/22/92
- (2) LETTER TO DTSC FROM H. K. WILLARD, DATED 6/17/92; DOCUMENTATION OF GRANTED EXTENSION

Dear Ms. Gan:

This letter is in response to the DTSC request, dated May 22, 1992, requiring that Lockheed Missiles and Space Company Inc., (LMSC) provide information about transactions between LMSC and RADC. On June 15, 1992, DTSC granted LMSC a 30-day extension (until July 21, 1992) to submit our response.

We have performed a thorough search of LMSC records and have found no records indicating a business relationship between the parties. However, we have obtained verbal information about a business relationship between the parties from interviewing long-term LMSC employees who worked at the LMSC reclamation yard and at our Material Sales Department at that time. These LMSC employees recall that LMSC had sold empty drums to BADC in the early 1980s.

Our review of the available DTSC records indicates that between 1980 and 1983 LMSC sold empty "#1 and #2 oil-top bung" 55-gailon drums in "good condition". The average price LMSC received for the drums was \$4.80 per drum (price ranged from \$4.00 to \$5.51 per drum). Upon observing that BADC sometimes paid considerably less for other parties' drums, this price appears to indicate that the drums were of very good quality.

The following answers are in response to the questions posed to LMSC in the DTSC letter dated May 22, 1992. The DTSC questions are reiterated, in italics, and our answers follow.

Page 2 Ms. Monica Gan July 17, 1992

1. Q: The approximate number of drums shipped to BADC between 1948 through 1987

A: LMSC has been in Northern California since 1956. We have searched our available records for this period and have found no records indicating that drums were sent to BADC. Based on the DTSC records the approximate number of drums sold by LMSC to BADC between 1980 and 1983 was 1200.

2.
Q: The nature of the substances contained in the subject drums
A: The drums sold to BADC were empty and are believed to have originally contained virgin oil prior to being emptied.

3.
Q: The type and capacity of each drum
A: Based on the DTSC records the empty drums were "#1 and #2 oil-top bung 55-gallon drums in good condition". According to an interview with an LMSC employee, the LMSC drums handled for sale during the period of sale were of the 55-gallon 17E steel type.

Q: The disposition of the subject drums after the substances were used A: The drums in question were emptied and sold to BADC. LMSC has no information about the disposition of the drums after they were sold to BADC.

The residual level in each drum after they were shipped offsite
 The drums sold to BADC were empty.

Q: Methods used to determine the residual levels in each drum

A: At that time, the LMSC standard operating practice was to pump out oil from drums then to turn the drums upside down on a sloped concrete pad. The common practice was to have drums remain upside down overnight and drain until emptied. Any residual oil was drained during this time through an opening into a concrete sump, which was located beneath the concrete pad.

Q: Were drums sent to the EADC for reconditioning?

A: The empty drums were sold to BADC for an average price of \$4.80 each and we have no information on what BADC did with them once they bought them.

LMSC did not send drums to BADC for reconditioning and return to LMSC for our re-use.

Page 3 Ms. Monica Gan July 17, 1992

Q: Were drums sent to the BADC for disposal?

A: No, the empty drums were not sent to BADC for the purpose of disposal.

If you have any questions or require additional information please contact me at (408) 742-7661 or Marty Laporte at (408) 742-0271, or at the address below.

Sincerely,

LOCKHEED MISSILES & SPACE COMPANY, INC.

H. K. Willard Supervisor

**Environmental Protection Programs** LMSC -0/47-10 B/101

P.O. Box 3504

Sunnyvale, CA 94088-3504

XKWillah

CC Susan Bertken Senior Staff Attorney Dept. of Toxic Substances Control P.O. Box 806 Sacramento, CA 95814